



December 21, 2011
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

Georgia Otero-Kirkham

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: December 7, 2011-Business Meeting; December 14, 2011 Redistricting Workshop

PRESENTATION(S)

- 5) Quarterly Report – Extension Service: Kyle Tator

DISCUSSION (Non-Action) ITEM(S)

- 6) Legislative Requests
- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 8) Consideration of Indigent Report/Appeal.....**Kenny Griego/Barbara Baker**
BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

- 9) Consideration of Redistricting Plans: County Commission / Rod Adair
- 10) Consideration of Amendment to Agreement No. 11-690-13020: **Cynthia Ferrari**
- 11) Consideration of the 2012 VFA-RFA Grant Application for the seasonal (Part-Time) employment of a Wildland Coordinator and Wildland fire equipment to address Countywide Response needs: **Glenda Chavez / Brian Culp**
- 12) Consideration of the EMS Funding Applications to the State of New Mexico EMS Bureau for all of the County Fire / EMS Departments: **Glenda Chavez / Brian Culp**
- 13) Consideration of awarding Bid # 670 to Monarch Equipment, 1330 Gabaldon Rd, Belen, NM 87002 (Fire Pumper for Los Chavez FD): **Glenda Chavez / Brian Culp**
- 14) Consideration of Resolution authorizing the execution and delivery of a loan agreement and intercept by and between Valencia County and the New Mexico Finance Authority for the purchase of a Fire Pumper for the Los Chavez Fire Department in the amount of \$279,125.00: **Glenda Chavez / Brian Culp**

- 15) Consideration of Resolution 2011-___ of the 2011/2012 Community Wildfire Protection Plan (CWPP) Grant to address Countywide Response needs that address issues such as wildfire response, hazard mitigation, community preparedness, or structural protection: **Glenda Chavez / Brian Culp**
- 16) Consideration of Resolution 2011-___ for CDBG (Community Development Block Grant) for the purpose of receiving funds a Community/Economic Development project: **Eric Zamora / Christina Card**
- 17) Consideration of Ordinance 2011-___ Restricting Though Truck Traffic on North Rio del Oro Road, East of Manzano Expressway to Valencia High School: **Commissioner Don Holliday**
- 18) Consideration of Ordinance 2011-___ Restricting Though Truck Traffic on South Rio del Oro Road, East of Manzano Expressway to Valencia High School: **Commissioner Ron Gentry**
- 19) Consideration of Contract with Triadic: **Eric Zamora / Lawrence Esquibel**

FINANICAL MATTERS:

- 20) 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:

- ♦ **January 4, 2012 – 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 21, 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**

After a correction on the time of the next meeting Commissioner Holliday moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) **Approval of Minutes: December 7, 2011 Business Meeting**

December 14, 2011 Re-Districting Workshop

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

Commissioner Holliday moved for approval of the minutes of December 14, 2011 Re-Districting Workshop. Seconded by Commissioner Andersen. Motion carried unanimously.

PRESENTATION(S)

5) **Quarterly Report-Extension Service – Kyle Tator**

Valencia County Extension Services Director Kyle Tator presented his quarterly report to the commission which included programs in Agriculture and Horticulture. Master Growers Program will begin January 9, 2012, a private Applicator Workshop in coordination with the New Mexico Department of Agriculture on January 20, 2012, an annual pruning seminar on February 11, 2012 in Bosque Farms and in late spring a fruit grower's workshop and a home and garden show with that date pending.

Valencia County 4-H Agent Vera Gibson and Extension Services Home Economist Laura Bittner updated on the activities of both of their programs. Ms. Gibson reported the 4-H office reached over 3,000 youth in Valencia County for 2010-2011 year. Enrollment for the new year began October 1st and ends February 1st.

Ms. Bittner reported on The Foot in the Door Program, The Second Annual Showcase, Helping Cuisine Cooking Class, Tops and Bottoms Program, It Doesn't Grow on Trees, and the I Can Program. Some of the upcoming programs will include a Cooking Creation Cooking Class beginning the end of February into the 1st of March, and I Can Classes January 3rd - 6th.

DISCUSSION (Non-Action) ITEM(S)

6) **Legislative Requests**

County Manager Eric Zamora stated at the request of the commission he has been working on organizing a Legislative Workshop and has a few proposals as far as date and time. Mr. Zamora suggests opening this up for discussion as far as ranking or replacing any of these priorities and what this year's Legislative priorities will be. The top five ranked projects have been identified based on last years list as follows: 1) County Administrative Complex, 2) County Road Improvements, 3) County EMS Transport Building and Equipment, 4) County IT Upgrade and 5) Hospital Planning Funds.

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

County Manager Eric Zamora said the road department is as inundated as the roads are right now. They're having a difficult time with the road conditions primarily on the gravel and dirt roads.

The quiet zone projects at Don Felipe, Mesa Road and Lopez are just about complete, minus some median reflective panels still needed to be installed and final inspection is being scheduled for the third week in January. The quiet zones at Valentine and Molina are complete and the trains have stopped blowing their horns through that section of the county.

The Solid Waste Committee has conducted several committee meetings and three public meetings on solid waste. The public meetings had a low turnout but the comments that have been received are centered on people having choice, supporting local vendors and a more comprehensive program. Recycling and yard waste should be part of those elements. The next Solid Waste Committee Meeting will be held on January 6, 2012 from 9:00 A.M. – 12:00 P.M. at the County Courthouse.

Due to the holiday the Conejo Transfer State will be closed December 24th- 25th and reopen on December 26th.

The County Courthouse will be closed on December 26, 2011.

The Associations Winter Conference is scheduled for January 17th - 19th. January 4th will set the schedule for the 2012 commission meetings so the second meeting in January was scheduled for the 25th because of a Public Hearing coming up and notices that have to go out and when action will be taken by the commission.

County Planner Jacobo Martinez has taken on a strategic planning process in which the Code Enforcement staff has developed goals in the mission statement for code enforcement. Within the strategic plan they have defined targets and goals for the year 2012 that they would like to meet. He presented the commission with the plan and asked them to review it and give him feedback.

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

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

8) Consideration of Indigent Report / Appeal -Kenny Griego / Barbara Baker

Ms. Baker presented the Indigent Claims from November 3, 2011 to December 8, 2011 and requested approval of \$51,119.15.

Commissioner Andersen motioned for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT A)

Ms. Baker presented an appeal for Ms. Lorenza Espinoza in the amount of \$1,132.00 and requested approval of \$871.64 to be paid to Presbyterian Hospital.

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

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Holliday moved to re-convene as Board of County Commissioners. Seconded by Commissioner Romero. Motion carried unanimously

9) Consideration of Re-Districting Plans- County Commission / Rod Adair

Commissioner Romero motioned to approve Map Plan A with a modification to place precinct #34 from District IV into District III. This precinct has a population of 559 people and making this change would accomplish two things, it would equalize the population distribution between Districts III & IV. As it stands now District III is under the ideal deviation by 673 and District IV is over the ideal by 528. By making the change both districts will be well within the 2% deviation. More importantly a well established and cohesive community will be kept together and intact.

Commissioner Andersen moved for approval. Motion carried 3-2. Commissioner Gentry voted no. Commissioner Holliday voted no.

10) Consideration of Amendment to Agreement No. 11-690-13020-3 Cynthia Ferrari

Ms. Cynthia Ferrari stated the affect of this amendment is to revise the statement of work to include Valencia County as an RAC (Reception Assessment Center) to provide an assessment for students to successfully improve the graduation rate of these students and also to revise the budget to include a line item for the RAC. The revision is at no additional cost; therefore the contractual total shall remain at \$87,500.00.

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

Minutes of December 21, 2011 Regular Business Meeting

11) Consideration of the 2012 VFA-RFA Grant Application for the Seasonal (Part-Time) Employment of a Wild land Coordinator and Wild land Fire Equipment to Address countywide Response Needs- Glenda Chavez / Brian Culp.
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit D)

12) Consideration of the EMS Funding Applications of the State of New Mexico Ems Bureau for all of the County Fire / EMS Departments – Glenda Chavez / Brian Culp.
Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT E)

13) Consideration of Awarding Bid #670 to Monarch Equipment, 1330 Gabaldon Rd., Belen, NM 87002 (Fire Pumper for Los Chavez FD) – Glenda Chavez / Brian Culp.
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT F)

14) Consideration of Resolution 2011-52, Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and Between Valencia County and the New Mexico Finance authority for the Purchase of a Fire Pumper for the Los Chavez Fire Department in the Amount of \$279,125.00 – Glenda Chavez / Brian Culp.
Commissioner Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.
County Clerk Sally Perea announced Resolution 2011-52. (SEE EXHIBIT G-H)

15) Consideration of Resolution 2011-53, of the 2011 / 2012 Community Wildfire Protection Plan (CWPP) Grant to Address Countywide Response Needs that Address Issues such as Wildfire Response, Hazard Mitigation, Community Preparedness or Structural Protection – Glenda Chavez / Brian Culp.
Commissioner Gentry moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.
County Clerk Sally Perea announced Resolution 2011-53. (SEE EXHIBIT I)

16) Consideration of Resolution 2011-54, for CDBG (Community Development Block Grant) for the Purpose of Receiving Funds a Community / Economic Development Project – Eric Zamora / Christina Card.
Commissioner Gentry moved to approve the application for the Community Development Block Grant for the development of the Conejo Transfer Station. Seconded by Commissioner Romero. Motion carried 4-1. Commissioner Holliday voted no.
County Clerk Sally Perea announced Resolution 2011-54. (SEE EXHIBIT J)

17) Consideration of Ordinance 2011-__, Restricting Through Truck Traffic on North del Oro Road, East of Manzano Expressway to Valencia High School – Commissioner Don Holliday.
Commissioner Holliday moved to restrict through truck traffic on north Rio del Oro Road, east on Manzano Expressway to Valencia High School.
County Attorney Dave Pato clarified the county has not held a public hearing on this and Section 437-7 requires that they go through this process so he asked the motion be amended to reflect that Madam Chair is directing the publication of the subject matter and bring in the public to hear it.
Commissioner Holliday restated his motion as follows; for the consideration of restricting through truck traffic on north Rel del Oro Road east on Manzano Expressway to Valencia High School upon publishing notice, come back for a public hearing and a final vote on the ordinance. Seconded by Commissioner Andersen. Motion carried 4-1. Commissioner Gentry voted no.

18) Consideration of Ordinance 2011-__, Restricting Through Truck Traffic on South Rio del Oro Road, East of Manzano Expressway to Valencia High School – Commissioner Ron Gentry.
Commissioner Gentry said there is a negotiated bypass, therefore he would move for the consideration of restricting truck traffic and requiring an alternate route for these particular roads and bring the ordinance forward for discussion.
Madam Chair said and that would also have a public hearing. Seconded by Commissioner Romero. Motion carried 4-0. Commissioner Holliday abstained.

19) Consideration of Contract with Triadic – Eric Zamora / Lawrence Esquibel

County Manager Eric Zamora stated Triadic has been providing services to the county for a number of years. In 2008 the contract expired and has since been operating on a month to month with Triadic. The proposal before the commission considers different time frames from one to four years. At this time Mr. Zamora recommends the commission consider a two year contract. The price proposal is based on the expired contract which in its terms included a 10% or consumer price index factor for contract increases on an annual basis.

Commissioner Andersen said Mr. Zamora if it was going to take two years to get the Tyler software working in place in the county?

Mr. Zamora said it will take a minimum of nine months to do the implementation of the new software and propose the second year be a backup. It'll take some time to get use to the system and want to have access to that data for extended period of time.

Commissioner Andersen said she doesn't remember any consideration of the costs to install the Tyler software during the times talks were going on.

Mr. Zamora said we had discussed the continued annual cost, we knew that one year would be considered in the budget report, the second year was not considered at that time.

Commissioner Andersen asked why is it necessary that we go two years with them.

Mr. Zamora said if you look at the pricing structure, the price on a one year contract is higher on an annual basis and the second reason would be to have the backup capability. There's going to be some time once the implementation and conversion is completed when transferring data, we'll find the loop holes in the system and have to make adjustments so we'll need access to that data for that time period. The difference between a one year and a two year contract would be an annual cost of about \$20,000.00.

Commissioner Andersen said, I think it's just too much leeway and she just didn't like this at all.

Commissioner Gentry said he read the letter from Triadic and doesn't think they're very happy with the county so they have given us a price tag that says, either you pay up and play ball with us or we're going to bail out next month. If we do that it going to cost the county a ton of money and could shut down the county agencies. So it's one of those things when you know they've got a gun to your back and you just try and make it as easy as you can. If we sign for the two years as proposed, it doesn't bind the county to keep them around for two years, does it?

Mr. Zamora said it's a two year contract.

Commissioner Gentry said we're going to have to pay the extra \$20,000.00 anyway if it's two years and if we go into a one year contract and the pushback is greater than our ability to transfer, then it could come out to \$50,000.00 for the next one year over. That's what he worries about, we are buying the time in case it takes the county longer to adapt then the nine or ten months or we've got a guarantee that we don't loose more than \$20,000.00 in conversion.

Attorney Dave Pato said if the conversion is finished earlier, then we don't have to continue to involve Triadic but the county still has to pay the money that they are obligated for under that contract whether we use them or not. The services will be available to the county at that price for two years.

Commissioner Andersen is concerned with the paragraph on the contract called Extraordinary Charges and the prices listed on that is an addition to the money they are talking about and who determines whether those are extraordinary charges or not.

Triadic President Michael Hofacket said they have been with the county since 1986 and there has never been an extraordinary charge. The county has it's own IT staff and if they were to go in and tamper with the software for whatever reason and Triadic had to come in and fix that, then that would be an extraordinary charge. Their contracts have been all inclusive and they've covered everything but they can't cover someone that intentionally or willfully damaging the software.

Commissioner Gentry moved for approval.

Attorney Pato said he's reviewed the contract and said the commission might consider delegating authority to Mr. Zamora to negotiate certain changes to the contract with Triadic regarding their concerns to particular provisions to the contract in paragraphs 10 and 13.

Commissioner Andersen asked if there was reason for having to do this today, if you need to re-negotiate this contract, shouldn't you do that before we approve it.

Attorney Pato said the commission can approve it subject to the negotiation of those items. Commissioner Andersen said she doesn't like this business of approving something then changing it later and I don't know what that change is going to be.

Minutes of December 21, 2011 Regular Business Meeting

Anything that comes to the commission ought to be ready to be approved without any changes.

Mr. Zamora said just to provide some clarification to that, the letter received from Triadic was received after the last commission meeting and stated services would cease beginning January 2, 2012. That was the notice received.

Commissioner Gentry revised his motion to accept this contract subject to the oversight review of our management and counsel for it's correctness. He had also read the letter where it said that Triadic could terminate all their services, take out their equipment on January 1st and this county would shut down.

Mr. Hofacket said this contract has been out of date for a long time. We have sent contracts and tried to get this contract re-negotiated for years. Also, the county has had four months in order to plan since the county signed their contract with Tyler. So we were invited to the dance and we were invited leave and he doesn't understand the commissions concerns.

Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Holliday asked is this going to continue to happen to the county, we just shelled a bunch of money here and the county is not prepared for this. This is craziness. I couldn't run a business like this and I don't understand how the county can do it.

Mr. Zamora said we are definitely down some resources, administratively and it's starting to show.

Commissioner Andersen asked Mr. Zamora if Triatic has asked to renew a new contract in the past. Mr. Zamora replied that in doing some research there was some correspondence dated back to 2007 and apparently a contract had been reviewed by counsel and comments returned. That's that's the last correspondence they had.

Madam Chair cautioned Mr. Esquibel and Mr. Zamora, if there are any extraordinary costs to keep those costs down to minimum and lets try and get on board with Tyler as soon as we can. Tyler made us quite a few promises and hopefully we can get this done as soon as possible.

Commissioner Andersen asked that IT Director Lawrence Esquibel bring the commission up to date some time soon as to where we are with Tyler.

FINANCIAL MATTERS:

20) Consideration of approval Payroll / Warrants – Kenny Griego / Wilma Abril

Madam Chair moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT L – M)

Madam Chair asked Mr. Zamora why the roof is leaking again, she was under the impression that they had just paid \$200,000.00 to have a roof repair.

Mr. Zamora said we did not spend that money, that was the cost to reconstruct the roof on this building alone. We currently have leaks in several county buildings and have a contractor preparing a bid. Mr. Zamora estimated \$25,000.00 to do patchwork for the county facilities but they really need to re-roof.

Commissioner Gentry said the beginning of next year this commission needs to consider whether we're going to fix and remodel this building or we're going to move out, condemn and tear this building down. It needs to be fixed or flattened one of the two. That needs to be considered as this is the hub of the public use.

PUBLIC COMMENTS:

Those members of the audience making comments were Valencia County residents Bob Gostischa, Carol DeLuisa, Sue Moran, Mike Wood, John Clemmons, Betty Forbart and Mark Boyles.

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in Closed Session: a.) Limited Personnel b.) Pending or Threatened Litigation c.) Real Property and d.) Other Specific Limited Topics that are allowed or authorized under the Stated Statute.

None

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on January 4, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

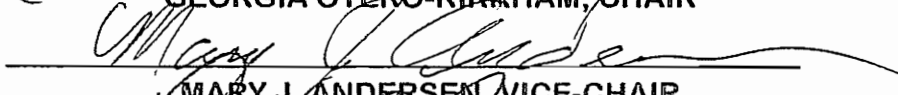
11) Adjournment

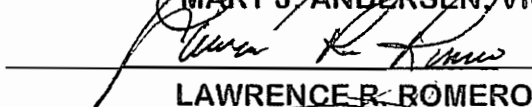
Commissioner Holliday moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously.

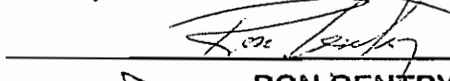
NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the December 21, 2011 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

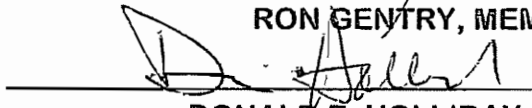
VALENCIA COUNTY BOARD OF COMMISSIONERS


GEORGIA OTERO-KIRKHAM, CHAIR


MARY J. ANDERSEN, VICE-CHAIR

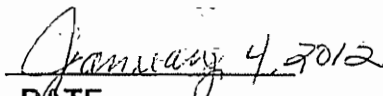

LAWRENCE R. ROMERO, MEMBER


RON GENTRY, MEMBER


DONALD E. HOLLIDAY, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK


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
Presbyterian Hospital	020694177-1277	10501	9,966.20	9,216.20	750.00
Presbyterian Hospital	020694177-1278	10501	26,680.00	24,430.00	2,250.00
Presbyterian Hospital	001034405-1291	10502	4,806.00	1,806.00	3,000.00
Living Cross Ambulance	60285	10503	1,341.51	941.51	400.00
Presbyterian Hospital	020768134-1283	10503	10,376.34	7,376.34	3,000.00
Living Cross Ambulance	60431	10504	103.38	7.38	96.00
Living Cross Ambulance	59430	10505	1,368.97	968.97	400.00
Living Cross Ambulance	60939	10505	1,355.24	1,355.24	0.00
UNM Health Sciences Center	205362916	10505	89,797.40	86,797.40	3,000.00
UNM Health Sciences Center	202426235	10506	80.00	18.40	61.60
Living Cross Ambulance	60228	10507	103.38	103.38	0.00
Living Cross Ambulance	58486	10508	1,259.13	1,259.13	0.00
Presbyterian Hospital	020768593-1286	10509	18,218.15	18,218.15	0.00
Living Cross Ambulance	60853	10510	103.38	103.38	0.00
Living Cross Ambulance	60841	10511	1,272.86	872.86	400.00
Presbyterian Hospital	020770038-1296	10511	4,522.00	1,522.00	3,000.00
Living Cross Ambulance	59582	10512	1,044.33	644.33	400.00
UNM Health Sciences Center	204323364	10512	1,007.00	231.61	775.39
TOTALS			173,405.27	155,872.28	17,532.99

(EXHIBIT A)

BOOK 72

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VALENCIA COUNTY COMMISSION MEETING

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

Ron Gentry Donald E. Holliday Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	205420136	10512	732.35	168.45	563.90
Living Cross Ambulance	61454	10513	1,300.32	900.32	400.00
Lovelace Medical Center	P1130800719	10513	19,247.00	16,247.00	3,000.00
Living Cross Ambulance	62011	10514	103.38	7.38	96.00
UNM Health Sciences Center	205081003	10515	4,220.35	4,220.35	0.00
Presbyterian Hospital	001377477-1276	10516	8,921.00	5,921.00	3,000.00
UNM Health Sciences Center	204993273	10517	863.00	198.49	664.51
UNM Health Sciences Center	206095028	10518	7,360.62	4,360.62	3,000.00
Living Cross Ambulance	60241	10519	1,217.94	817.94	400.00
UNM Health Sciences Center	205776842	10519	23,016.50	20,016.50	3,000.00
UNM Health Sciences Center	204965222	10520	490.10	112.73	377.37
Living Cross Ambulance	60837	10521	103.38	103.38	0.00
Living Cross Ambulance	60980	10522	1,382.70	1,382.70	0.00
UNM Health Sciences Center	204807598	10523	1,164.05	664.05	500.00
UNM Health Sciences Center	205253461	10523	13,145.80	10,645.80	2,500.00
UNM Health Sciences Center	204564074	10524	80.00	80.00	0.00
UNM Health Sciences Center	205875909	10524	97.90	97.90	0.00
UNM Health Sciences Center	205033616	10525	6,244.05	3,244.05	3,000.00
TOTALS			89,690.44	69,188.66	20,501.78

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

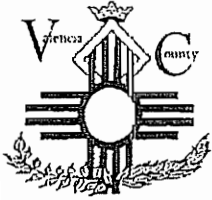
Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	58718	10526	961.92	561.92	400.00
UNM Health Sciences Center	204863401	10526	2,874.80	661.21	2,213.59
UNM Health Sciences Center	206339988	10526	410.85	94.50	316.35
Living Cross Ambulance	61426	10527	1,112.95	1,112.95	0.00
UNM Health Sciences Center	204779201	10528	2,234.00	2,234.00	0.00
UNM Health Sciences Center	204821342	10529	20,526.40	20,526.40	0.00
Living Cross Ambulance	60703	10530	1,355.24	1,355.24	0.00
UNM Health Sciences Center	206128951	10530	7,428.80	7,428.80	0.00
UNM Health Sciences Center	204526669	10531	6,493.35	6,493.35	0.00
UNM Health Sciences Center	205367576	10531	11,852.45	11,852.45	0.00
UNM Health Sciences Center	204605372	10532	185,479.40	185,479.40	0.00
UNM Health Sciences Center	205232689	10533	19,941.55	19,941.55	0.00
Living Cross Ambulance	61522	10534	1,163.03	1,163.03	0.00
Living Cross Ambulance	61291	10535	1,217.94	1,217.94	0.00
Alb. New Mexico Physicians	AN2000142958	10536	551.00	461.27	89.73
Zia Diagnostic Imaging	213087-ZIAD	10536	96.00	55.17	40.83
Lovelace Medical Center	P1036000278	10537	7,475.00	4,475.00	3,000.00
Lovelace Medical Center	P1101400550	10538	4,949.00	1,949.00	3,000.00
TOTALS			276,123.68	267,063.18	9,060.50

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

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

51,119.15

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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: December 21, 2011

To: Valencia County Board of County Commissioners

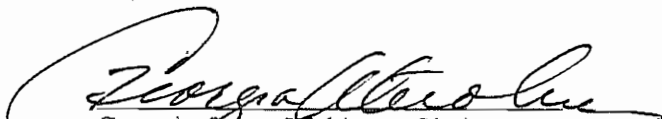
From: Barbara A. Baker *BAB*

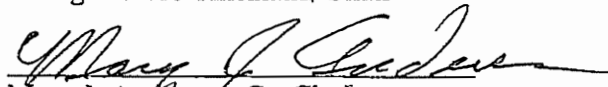
Subj: Lorena Espinoza - Indigent Appeal

Ms. Lorena Espinoza has requested an Indigent Appeal for the Indigent Denial of November 16, 2011. Ms. Espinoza was denied as she did does have Medicare, but has a balance on her Presbyterian Hospital bill of \$1,132.00. If Ms Espinoza did not have Medicare she would have qualified for Indigent.

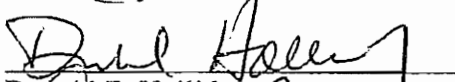
I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$1,132.00. If approved the amount being paid to Presbyterian Hospital would be \$871.64.

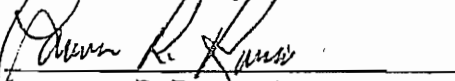
Approved by the Board of County Commissioners at the regular meeting of December 21, 2011.

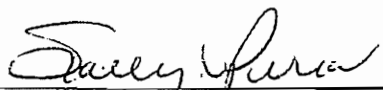

Georgia Otero-Kirkham, Chair


Mary J. Andersen, Co-Chair


Ron Gentry


Donald E. Holliday


Lawrence R. Romero

ATTESTED BY: 
Sally Perea, Valencia County Clerk

(EXHIBIT B)

**AMENDMENT NUMBER THREE (3)
AGREEMENT**

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

PURPOSE OF AMENDMENT

1. **Revise Attachment 1 – Statement of Work** to include Valencia County as an (RAC) Reception Assessment Center to provide an assessment for students to successfully improve the graduation rate of these students.
2. **Revise Second Revised Attachment 2 – Budget** to include a line item for the RAC in Valencia County. This revision is at no additional cost; therefore the contractual total shall remain at \$87,500.00.

CHANGES TO AGREEMENT

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

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**First Revised Attachment 1 – Statement of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI, infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost

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

First Revised Attachment 1 – Statement of Work and Third Revised Attachment 2 - Budget are attached and incorporated into the Contract Amendment.

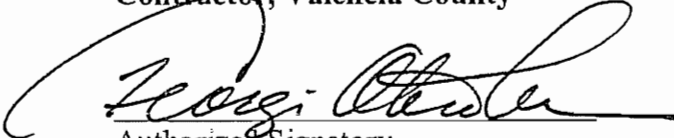
All remaining sections and exhibits in Contract No. 11-690-13020 shall remain in effect and are not altered by this Amendment.

(EXHIBIT C)

BOOK 72 PAGE 346

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

Contractor, Valencia County


Authorized Signatory

Date: 12/21/11

George Otero - Kirkham
Printed Title of Authorized Signatory

Adam R. Nave
Legal Counsel, Contractor

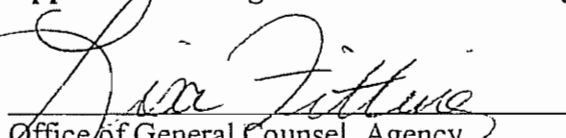
Date: December 21, 2011

Agency, Children, Youth and Families Department


Secretary or Designee, Agency

Date: 1/10/12

Approved as to legal form and sufficiency.


Office of General Counsel, Agency

Date: Jan 10, 2012

First Revised Attachment 1 – Statement of Work
Valencia County

Purpose:

1. The purpose of this Agreement is to establish a continuum of cost effective services and temporary, non-secure alternatives to detention in Valencia County for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral.
2. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
3. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
4. To increase the emphasis on prevention and early intervention in juvenile justice services.

Goals:

1. To improve the Juvenile Justice System through a juvenile justice continuum of services
2. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

Outcomes:

“Outcomes” are defined as performance results for a specific program’s clients and customers. The necessity for setting Outcome targets in contracts is required of all state Departments by the N.M. Governmental Accountability Act. The activities and tasks described in this Statement of Work are intended to yield the following Outcomes:

Project Performance Measures:

Within the context of the “Continuum of programs and services” identified in this Statement of Work, the following project outputs and outcomes shall be documented; additional performance measures may be requested by the Agency.

Valencia County RAC (Reception Assessment Center): The RAC is presently located at Century High School - Reception Assessment Center (RAC) shall provide an assessment of students, develop a treatment plan with parents, 30-day case management follow-up and coordinate transition of student back to community. The Valencia County RAC shall provide an interim short-term program for at-risk and short-term suspended students to complete homework. Students will be provided with tutoring, behavior change curriculum and other subjects to be transitioned back into the classroom successfully and to improve the graduation rate of these students.

Performance Measures:

Outputs:

- a. The number of RAC slots available for referred juveniles.
- b. Average time in days from assessment to first service receipt.

Outcomes:

- a. Number and percent of youth who successfully complete the program of service(s);
- b. Number of students who remain in school for during the school year;
- c. Number of students who graduate from high school; and
- d. Other performance measures as determined by the Agency.

Valencia County RAC: Reduce the numbers of juvenile offenders referred for secure detention through the Valencia County Reception Assessment Center (RAC) program. Juveniles referred through local law enforcement or the Juvenile Probation and Parole Officer (JPPO), including youth whose offense has an informal status with the JPPO will complete the program of services determined to be appropriate for the offense leading to referral.

Performance Measures:

Outputs:

- a. The number of RAC slots available for referred juveniles;
- b. Average time in days from assessment to first service receipt;
- c. Number and percent of youth who successfully complete the program of service(s); and
- d. Other performance measures as determined by the Agency.

Activities:

The Contractor Shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Valencia County Juvenile Justice Board" (VCJJB), as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7 (E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the Board. The VCJJB will:
 1. Continue to develop and improve the 'Comprehensive Strategy Plan' for juvenile justice and detention reform in the Valencia County;
 2. Set policy for the Comprehensive Strategy Plan and the activities supported under this Agreement;
 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Statement of Work;
 4. Provide oversight for the programs/services identified in the Statement of Work;
 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 6. Maintain a plan for sustainability of the programs/services implemented by the VCJJB.
- B. Contract or hire a Juvenile Justice Continuum Coordinator who shall:
 1. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair.
 2. Inform the Agency's Program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting.
 3. Submit to Agency's Program Manager monthly requests for reimbursement.

Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agent of the Contractor, to insure that requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by the agency Program Manager in advance.

4. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
 6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
 - a year plan for sustainability of programs/services
 - accomplishments/milestones achieved during this agreement period
 - statements regarding achievement of, or progress made regarding achievement of the state outcomes and performance measures; and
 - continue the development and improvement of the multi-year Comprehensive Strategic Plan for a continuum of detention alternative programs and services.
 7. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.
 8. Oversee the community needs assessment of Valencia County service area to be conducted and concluded by June 30, 2012.
 9. The Juvenile Justice Continuum Coordinator shall have temporary duties to supervise the Valencia County community assessment and program development resulting from the finding of this study. Coordinator shall assist with program development resulting from finding of the community needs assessment.
- D. Adhere to all timelines set forth in the Contractor's proposal. Any proposed variation from these timelines shall require prior approval from the Agency. The beginning date for these timelines shall be the date of final execution and approval of this contract by all necessary and required parties.
- E. Comply with all federal guidelines and requirements governing the Juvenile Justice and the Delinquency Prevention Act funds that are the source of funding for the activities under this contract.

- F. Submit to the Agency monthly requests for reimbursement and reports of accomplishments regarding activities described in the statement of work. Reports shall be due by the fifteenth day of the month following completion of assessment work.
- G. Submit to the Agency a "Final Report" that summarizes the project activities and accomplishment of performance measures and outcomes by the termination date of the contract. Final payment of funds under this contract shall be made only upon receipt of a final report acceptable to the Agency.
- H. Implement the Valencia County Reception and Assessment Center (RAC) at Century High School to assist youth to remain in school and graduate from high school and as an alternative to detention. This also is a form of addressing the objective of Graduated Sanctions in working with specific youth behavior.
- I. Provide coordination of the Juvenile Detention Alternative Initiative (JDAI) and detention reform activities in Valencia County. The Contractor shall work with the County Steering Committee, the local juvenile justice agencies, and the Agency's Juvenile Justice Services to promote the JDAI, resulting in revised detention policies and practices, and the development and use of alternatives to secure detention.
- J. Assist the Agency's Juvenile Justice Services and the statewide JDAI coordinators in providing staff support to the local detention reform steering committee and all subcommittees. Assist in the development of the mission work plan and strategies for detention reform and alternatives in the County, and be provided staff support and coordination of its activities.
- K. Work with the Chief Juvenile Probation and Parole Officer (JPPO) and the juvenile detention staff to insure that the Agency's Risk Assessment Instrument (RAI) is being utilized to make detention admissions decisions for all juveniles referred for secure detention.
- L. Assist the steering committee, local governments, and the Agency to help develop new or enhanced non-secure alternatives to detention, as needed.
- M. Assist the steering committee and system agencies to promote case processing efficiencies designed to reduce lengths of stay in secure detention and/or expedite the secure detention process.
- N. Assist the steering committee and the Agency's Juvenile Justice Services in developing new or revised policies and practices geared to reduce secure detention for probation violations. Develop strategies to reduce racial and ethnic disparities in the use of secure detention of juveniles referred by law enforcement and/or JPPO'S.
- O. Work closely with Agency staff, technical assistance providers from Bernalillo County, and Annie E. Casey Foundation consultants to promote the JDAI initiative in Valencia County.

- P. Collect, organize and disseminate required data for the purpose of evaluation as requested by the Agency and the steering committee.
- Q. Perform other related duties as requested by the Agency. The coordinator shall receive overall guidance and supervision from the Agency's Chief JPPO in Valencia County.

The Agency Shall:

- 1. Participate as appropriate and necessary with the Contractor to develop a draft of the Assessment and Technical Assistance to address the development of the Valencia County Juvenile Justice Board and alternative to detention; graduated sanctions programs in Valencia County service Area.
- 2. Reimburse the Contractor in a timely manner for all invoices properly documented and submit for work actually performed.
- 3. Agency shall conduct the following activities:
 - A. Review the assessment tool to be used by Valencia County, Valencia County Juvenile Justice Board to develop goals and objectives for juvenile justice alternative to detention; graduated sanctions programs that may be needed to serve youth in that service area.
 - B. Review report of assessment results and the goals and objectives being used to develop the Valencia County Juvenile Justice Board and alternative to detention; graduated sanctions programs within the Valencia County service Area.

Third Revised Attachment 2 – Budget
Valencia County

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

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

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

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

Federal Funding Source:

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

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
VALENCIA COUNTY**

THIS AGREEMENT is made and entered into by and between the State of New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and Valencia County (County).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: County shall hire a Wildland Fire Coordinator (Coordinator) who shall coordinate fire management activities in Valencia County with federal, state, and local government agencies having responsibility for wildland fire management, including the Valencia inter-agency dispatch center. Tasks to be performed by the Coordinator under this Agreement shall be as follows:
 - A. Participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk areas identified in Valencia County with EMNRD and other federal, state, and local government agencies and the public.
 - B. Participate in the New Mexico Resource Mobilization Plan (Plan) Coordinating Groups' annual meeting. Implement Plan to support wildland fires in New Mexico.
 - C. Assess and document county-wide wildland fire and Incident Command System (ICS) training needs and coordinate wildland fire and ICS training courses for County fire fighters, as they become available with EMNRD. Work with County fire departments to ensure fire fighters are aware of wildland fire classes county-wide. Work with the Valencia County Fire Chiefs Association (Association) to determine basic, intermediate and advanced wildland fire fighter training courses to be provided to the Associations and other cooperating agencies.
 - D. Implement the National Wildland qualifications system for County fire fighters. Develop individual qualifications files, to be retained by the County (including information on courses completed, whether the fire fighter meets fitness requirements, etc) for fire fighters who are wildland qualified to track training, experience, fitness and qualifications.
 - E. Apply for grants that provide funding for fire departments to increase their capability to address wildland/urban interface issues. Documents grant opportunities and applications.
 - F. Develop and implement county-wide standards for wildland and
(EXHIBIT D)

structural fire fighter training in order to make fire fighters aware of safety issues and improve their performance.

G. Develop and implement a plan for recruiting and retaining volunteer fire fighters.

H. Develop and implement a Fire Prevention Plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas.

I. Conduct inspections of federal excess property and provide written inspection reports to EMNRD, Forestry Division quarterly.

J. Work with Class 9 and 10 fire departments as defined by the State Fire Marshal's Office to increase ISO rating.

K. Offer basic, advanced, and RT-130 refresher wildland fire trainings using the equipment specified in the Compensation Section below.

L. Provide written progress reports to EMNRD on a quarterly basis, with each request for reimbursement to include:

- 1) a list of volunteer fire departments worked with during that quarter signed by the Chief or Deputy Chief of each department and copies of all plans developed;
- 2) a list of wildland fire courses and total number of students scheduled, completed and maintained in IQS that quarter;
- 3) names and contact information of homeowners visited and assisted during assessment and implementation of wildland urban interface projects; and
- 4) copies of grant applications submitted.

2. Compensation:

A. EMNRD shall pay County for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed twenty thousand five hundred dollars (\$20,500.00), including New Mexico gross receipts taxes, if any, and any travel necessary, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Salary and benefits for Wildland Fire Coordinator for a minimum of 20 hours of work performed in a two-week pay period for 32 weeks to accomplish Tasks A-K in the Scope of Work.	\$20.85/hour, not to exceed \$16,800.00
Additional expenses for training materials, including: 10 regular price fire shelters, 4 large practice fire shelters, 10 male - pack test weight vests, 2 female – pack test weight vests, and 120 "2010 Incident Response Pocket Guides".	Not to exceed \$3,700.00

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

All payments shall be computed at the matching rate of 90 percent federal and 10 percent non-federal. County shall provide evidence of matching funds satisfactory to EMNRD with each request for reimbursement. Local matching funds and in-kind match at \$20.85 per hour shall be no less than one thousand eight hundred sixty seven dollars (\$1,867.00) for the Wildland Coordinator position and no less than four hundred eleven dollars (\$411.00) for training materials, through the life of the Agreement.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. County shall be responsible for paying New Mexico Governmental Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. EMNRD shall make all payments under this Agreement upon receipt of detailed and certified statements evidencing to EMNRD's satisfaction each payment's propriety. Vouchers must be supported by approved purchase order or equivalent document and suppliers invoice. Wage amounts charged shall be based upon payrolls maintained by County and must be supported by time and attendance

sheets. If EMNRD finds that services are not acceptable, within 30 days after the date of receipt of written notice from the County that payment is requested, it shall provide the County a letter of exception explaining the defect or objection to the services, and outlining steps the County may take to provide remedial action. Upon EMNRD's certification that the services have been received and accepted, payment shall be tendered to the County within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Auditing Procedures:

A. Equipment – Equipment County acquires under this Agreement shall be subject to audit by EMNRD pursuant to Office of Management and Budget Circular A-133. Title to the equipment vests in the County. The County shall manage, use, and dispose of the equipment in accordance with 7 C.F.R. 3016.32 (Attachment A).

B. Supplies – Supplies the County acquires under this Agreement that are worth more than one hundred dollars(\$100.00) shall be subject to EMNRD's audit pursuant to Office of Management and Budget Circular A-133. Title to the supplies vests in the County.

4. Term: This Agreement becomes effective when executed by an authorized representative of the County and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on December 31, 2012, unless earlier terminated pursuant to Section 5, Termination or Section 6, Appropriations, below.

5. Termination:

A. Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. Except as otherwise allowed or provided under this Agreement, EMNRD's sole liability upon such termination shall be to pay for acceptable work performed prior to County's receipt of the notice of termination. County shall submit an invoice for such work within 30 days of receiving the notice of termination. By such termination, neither party may nullify obligations or duties incurred prior to the termination date.

B. Immediately upon receipt by either EMNRD or County of notice of termination of this Agreement, County shall:

1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without EMNRD's written approval;

2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and

3) take such action as EMNRD directs for the protection, preservation, retention, or transfer of all property titled to EMNRD and records generated under this Agreement.

C. Any non-expendable personal property or equipment provided to or purchased by County with Agreement funds shall become EMNRD's property upon termination and County shall submit such property or equipment to EMNRD as soon as practicable.

6. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the U.S. Department of Agriculture (USDA) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to County. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by County.

7. Status of County: The County and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. The County and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The County acknowledges that all sums received hereunder are reportable by the County for tax purposes, including without limitation, self-employment and business income tax. The County agrees not to purport to bind the State of New Mexico unless the County has express written authority to do so, and then only within the strict limits of that written authority.

8. Assignment: County shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

9. Subcontracting: County shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the County in relation to a subcontract if County does not obtain prior written approval.

A. County is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods used to select each subcontractor.

B. Any subcontract shall include provisions necessary to allow County to meet its obligations and requirements under this Agreement.

C. Travel expense reimbursement requested for subcontractors, if

applicable, will be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1, *et seq.*, as implemented by the current DFA Rule and the current EMNRD Travel Policy.

10. Release: County, upon final payment of all amounts due under this Agreement, releases EMNRD and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. County agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without EMNRD's express written authorization and then only within the strict limits of that written authority.

11. Acknowledgment: County shall acknowledge EMNRD and USDA as co-sponsors and funding source in all news releases, programs, proceedings and related publicity/publications for the Project.

12. Product of Services; Copyright: All materials developed or acquired by County under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing County produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of County.

13. Conflict of Interest: County warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. County certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, regarding contracting with a public officer or state employee have been followed.

14. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

15. Waiver: No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

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

17. Penalties for Violation of Law: The 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 bribes, gratuities, and kickbacks.

BOOK 72 PAGE 359

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

19. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, County acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Compliance with Law and Funding Source Conditions: County shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

21. Insurance Coverage: County shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. County shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. County shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the County fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

22. Records and Audit:

A. The County's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government requirements, in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. The County shall maintain these records until December 31, 2015. The County shall make such records available to EMNRD within 30 days upon EMNRD's request. The records shall be subject to inspection by EMNRD, DFA, State Auditor and USDA. The County further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by the federal funding agency or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If County receives \$500,000 or more in federal funding from all sources in the aggregate in a fiscal year, County's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, 2 C.F.R. Part 225 and OMB Circular and A-133, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. County shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

23. Liability: 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 with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

24. Procurement, Utilization, and Disposition of Property: County shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement County has any property in its possession belonging to EMNRD, County shall account for the property and dispose of it as EMNRD directs.

25. Minimum Wage Rate: If applicable, County shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor and Industrial Division, and with all other applicable requirements of that Division, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

26. Attorney's Fees and Costs: County agrees that if a court of competent

jurisdiction finds County has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from County reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination.

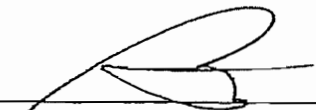
27. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

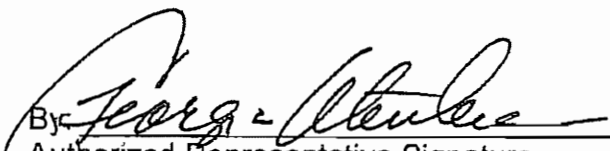
29. Authority: The individual(s) signing this Agreement on behalf of County represent and warrant that he or she has the power and authority to bind County, and that no further action, resolution, or approval from County or any other entity is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By:  Date: 1-5-10
Cabinet Secretary or Designee

VALENCIA COUNTY

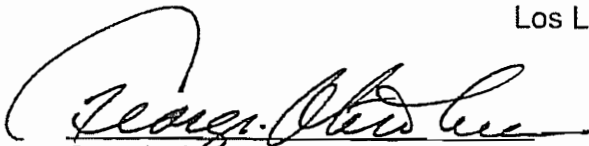
By:  Date: 12/21/11
Authorized Representative Signature

Georgia Otero Kirkham, Chair
Contractor's Printed Name and Title

Reference to agreement between the State of New Mexico Energy, Minerals, and
Natural Resources Department (EMNRD) and Valencia County.

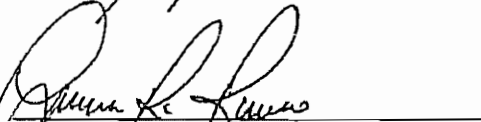
Approved and passed 21st of December 2011, by the Board of County Commissioners
of Valencia County.

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

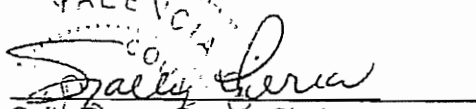
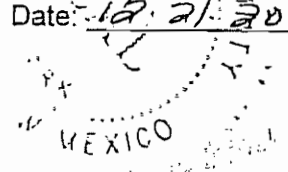

Georgia Otero-Kirkham, Chair


Mary J. Anderson, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST

Sally Perea, County Clerk
Date: 12/21/2011


Attachment A

Code of Federal Regulations

Title 7 – Agriculture

Volume: 15

Date: 2011-01-01

Original Date: 2011-01-01

Title: PART 3016 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Context: Title 7 - Agriculture. Subtitle B - Regulations of the Department of Agriculture (Continued). CHAPTER XXX - OFFICE OF THE CHIEF FINANCIAL OFFICER, DEPARTMENT OF AGRICULTURE.

3016—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C -- Changes, Property, and Subawards

Sec. 3016.32 Equipment.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) States. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

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(3) Notwithstanding the encouragement in Sec. 3016.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) Federal equipment. In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instructions within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow Sec. 3016.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.



New Mexico Energy, Minerals and Natural Resources Department

Susana Martinez
Governor

John H. Bemis
Cabinet Secretary-Designate

Brett F. Woods, Ph.D.
Deputy Cabinet Secretary

Tony Delfin
Division Director
Forestry Division



January 9, 2012

Charles Eaton
Valencia County Emergency Services Chief
P.O. Box 1119
Los Lunas, NM 87031

Re: Notice to Proceed
Valencia County

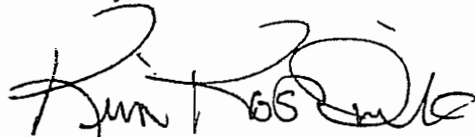
Dear Mr. Eaton:

Enclosed please find the fully executed Governmental Services Agreement 12-521-0410000000-0071. This letter serves as your official notice to proceed with hiring a Wildland Fire Coordinator to coordinate fire management activities in Valencia County, effective January 9, 2012, and expires on December 31, 2012. The Department of Finance and Administration approved the encumbrance January 6, 2012. Lindsey Quam is responsible for the oversight of this project and will inspect and certify invoices submitted under this agreement.

Reminder, based on federal requirements if you have received federal funds of \$500,000.00 or more in the most recent fiscal year you will need to provide us a copy of your most recent completed annual audit report. If you have not expended \$500,000 or more in federal funds (in the most recent fiscal year), you may send us a letter advising us of this as an alternative of sending us the information mentioned above. As you know, this is an annual requirement and should be completed in each subsequent fiscal year when your audit becomes available.

Your contract funding for this project originates from the Cooperative Forestry Assistance Grant from the U. S. Department of Agriculture Forest Service under Federal Catalog of Federal Domestic Assistance (CFDA) # 10.664 (grant number 11-DG-11031600-039). This contract does not include funding for Research and Development.

Sincerely,



Kim Kostelnik
Resources Management Bureau Chief

Cc: Wilma Abril, Finance Officer, Valencia County

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Forestry Division * 1220 South St. Francis Drive
* Santa Fe, New Mexico 87505

* Phone: (505) 476-3325 * Fax (505) 476-3330* <http://www.nmforestry.com>



**EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013**

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Valencia County Emergency Services		133149	
	<i>(EMS Service that will benefit)</i>		<i>(EMS Service #)</i>	
Mailing Address:	P.O. Box 1119	Los Lunas	NM	87031
	<i>(Street/Mailing Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	X 1	2	3	505-866-2040
	<i>(EMS Region)</i>	<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	A. Brian Culp	Deputy Chief	brian.culp@co.valencia.nm.us	
	<i>(Name)</i>	<i>(Title)</i>	<i>(E-mail Address)</i>	

Applicant:	Valencia County			
	<i>(County or Municipality serving as Fiscal Agent)</i>			
Mailing Address:	P.O. Box 1119	Los Lunas	NM	87031
	<i>(Mailing Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
Contact Person:	Wilma Abril	Finance Manager		
	<i>(Name)</i>	<i>(Title)</i>		
	505-866-2033	505-866-2424	wilma.abril@co.valencia.nm.us	
	<i>(Telephone #)</i>	<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>	

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
5	2300

LICENSED EMS PERSONNEL

List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)

Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Alton Brian Culp	EMT-P	00010772	03-31-2013	Paid
Casey Davis	EMT-I	00017208	03-31-2012	Paid
Steven Gonzales	EMT-I	02000759	03-31-2013	Paid
Nathan Gonzales	EMT-I	07001577	03-31-2012	Paid
Scott Shrider	EMT-B	00011557	03-31-2012	Paid
Jerrett Fleming	EMT-B	05000255	03-31-2012	Paid
Eric Jaramillo	EMT-B	08000436	03-31-2012	Paid
Gabriel Moss	EMT-B	08001526	03-31-2013	Paid
Joshua Baca	EMT-I	02000763	03-31-2013	Paid
Nicholas Q. Moya	EMT-I	07000129	03-31-2013	Paid

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.	X	A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X	Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.		Maintain at least one transport capable vehicle if appropriate within the local EMS System.
							Complies with Air Ambulance certification regulations, if applicable.
						X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to “carry over” funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- **Maximum number of years for single project is 3 years**
- **Item and savings plan must be described, including amount designated for item each year**
- **Carry over request for designated project money must accompany the required end of year fiscal year expenditure report**
- **Amount of project designated money for the year and carry-over request amount must match**
- **If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained**

*Priority (Rank Order)	Description of Items (Please list in appropriate category and provide adequate detail on each priority item)	Estimated Cost (\$)
	Repair and Maintenance:	
	Training:	
2	Refresher and CE Training	\$4,000.00
	Mileage & Per Diem:	
	Supplies (Items Under \$500):	
1	General EMS Supplies	\$11,000.00
	**Capital Outlay (Items Over \$500):	
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	\$15,000.00

*Do not make all items Priority No. 1. Use each number only once. (Use additional sheets if necessary.)

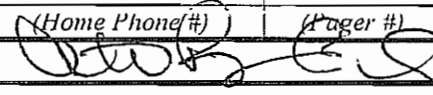
JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

- 1. Supplies for EMS Operations
- 2. Training of Personnel for Refreshers, CE Training to maintain EMS Licenses.

SERVICE NAME:	Valencia County Emergency Services
----------------------	------------------------------------

EMS FUND ACT CERTIFICATION BY APPLICANT	
STATE OF NEW MEXICO, COUNTY OF VALENCIA	
Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:	
(TYPE OR PRINT)	
 Mayor	 OR Chairman, Board of Commissioners
VALENCIA	
Municipality	County
I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:	
<ul style="list-style-type: none"> That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau. That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision. That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration. That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes. 	
<div style="display: flex; justify-content: space-between;"> <i>Signature of Official Named Above</i> <i>(Title)</i> </div>	
The above was sworn and subscribed to before this <u>21</u> day of <u>December</u> , 20 <u>11</u> .	
Notary Public: 	 (SEAL)
My commission expires: <u>8.22.2012</u>	

PERSON COMPLETING FORM				
Name:	Alton Brian Culp		Deputy Chief	
	<i>(Name)</i>		<i>(Title)</i>	
Address:	P.O. Box 1119			
	Los Lunas	NM	87031	
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
505-866-2040		505-507-6964	brian.culp@co.valencia.nm.us	
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>
Signature:				

FOR BUREAU USE ONLY	
Reviewer: _____	Date Reviewed: _____
Approved: Yes No	Final Award: _____
Comments/Problem: _____	
Date Corrected: _____	

**EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013**

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Valencia El-Cerro Fire Department			133031
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>
Mailing Address:	P.O. Box 116	Los Lunas	NM	87031
	<i>(Street/Mailing Address)</i>		<i>(City)</i>	<i>(State)</i> <i>(Zip)</i>
	X 1	2	3	505-865-7201
	<i>(EMS Region)</i>	<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	Edward T. Martinez	Dist. Chief	ETMartinez@cabq.gov	
	<i>(Name)</i>	<i>(Title)</i>	<i>(E-mail Address)</i>	

Applicant:	Valencia County			
	<i>(County or Municipality serving as Fiscal Agent)</i>			
Mailing Address:	P.O. Box 1119	Los Lunas	NM	87031
	<i>(Mailing Address)</i>		<i>(City)</i>	<i>(State)</i> <i>(Zip)</i>
Contact Person:	Wilma Abril	Finance Manager		
	<i>(Name)</i>		<i>(Title)</i>	
	505-866-2033	505-866-2424	wilma.abril@co.valencia.nm.us	
	<i>(Telephone #)</i>	<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>	

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
33	237

LICENSED EMS PERSONNEL				
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)				
Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Jenny Castell	EMT-B	10000661	03-31-2012	Volunteer
James G. Frickey	EMT-B	00023048	03-31-2012	Volunteer
Robert Hyde	EMT-B	00024017	03-31-2012	Volunteer
Edward T. Martinez	EMT-I	00021255	03-31-2013	Volunteer
RoseMarie H. Martinez	EMT-I	00022986	03-31-2012	Volunteer
Frances Ohler	EMT-I	00015512	03-31-2012	Volunteer
Sylvia J. Stubben	EMT-B	00025328	03-31-2013	Volunteer
Michael Correll	EMT-B	09001328	03-31-2012	Volunteer
Leif Orr	EMT-P	04000126	03-31-2014	Volunteer

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.	X	A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X	Routinely responds (defined as "available... 24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.	X	Maintain at least one transport capable vehicle if appropriate within the local EMS System.
						N/A	Complies with Air Ambulance certification regulations, if applicable.
						X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items (Please list in appropriate category and provide adequate detail on each priority item)	Estimated Cost (\$)
2	Repair and Maintenance: Repairs and services to Rescue vehicles and the other monitoring and treatment machinery; ex. defibrillators, portable and truck mounted suction units, pulse oximetry and end-tidal CO2 monitoring devices.	\$2000.00
1	Training: Fees for EMS training conferences and Refresher Course classes. Incidental expenses associated with training; ex. books CD's and DVD's.	\$1500.00
3	Mileage & Per Diem: Fuel costs, plus any travel per diems that might be necessary in the conduct of Departmental business	\$2000.00
4	Supplies (Items Under \$500): All expendable supplies and BLS/ILS patient medicines required to provide appropriate Emergency Medical Services in our area of operations.	\$1500.00
	**Capital Outlay (Items Over \$500):	
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	\$7000.00
*Do not make all items Priority No. 1. Use each number only once. (Use additional sheets if necessary.)		

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1. In the case of training, it is a well founded need to continually update and increase our knowledge in the latest trends and changes associated with providing Emergency Medical Services in our assigned area of operations. This is, and will remain a top priority.

2. In the case of repairs and maintenance, any service has for it a constant high priority responsibility to stay ahead of maintenance concerns before they become issues that cause expensive repairs. When repairs are necessary, as they inevitably will become, a public EMS provider must have sufficient funding set aside to address those expenses in a timely fashion.

3. In the case of mileage and per diem, fuel costs are a continuing source of funds usage. With fuel pricing moving ever upward, an EMS providing Department must always keep a sufficient funds balance to ensure coverage at all times. Per diem can become a necessary expense when overnight travel is required in the service of the Department. Therefore the EMS providing department should be prepared to cover those expenses as needed.

4. Supplies and medications might appear lower than other priorities in this document, but they are no less important than any of the other concerns detailed thus far. Simply put, without a proper inventory of EMS supplies and medicines, a service will not be effective.

SERVICE NAME:	Valencia El-Cerro Fire Department
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EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF VALENCIA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:

(TYPE OR PRINT)

Paula [Signature] Mayor OR Georgia Otero Kirkham Chairman, Board of Commissioners

VALENCIA

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 21 day of December 2011.

Notary Public:

[Signature]

(SEAL)

My commission expires:

8-22-2012

PERSON COMPLETING FORM

Name:	Alton Brian Culp	Deputy Chief		
	(Name)	(Title)		
Address:	P.O. Box 1119			
	Los Lunas	NM	87031	
	(City)	(State)	(Zip)	(+4)
505-866-2040		505-507-6964	brian.culp@co.valencia.nm.us	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

FOR BUREAU USE ONLY

Reviewer: _____	Date Reviewed: _____
Approved: Yes No	Final Award: _____
Comments/Problem: _____	
Date Corrected: _____	

BOOK 72

PAGE 577

EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013

Due Date: January 16, 2012

Submit To:
 EMS Bureau
 1301 Siler Rd Bldg F
 Santa Fe, NM 87507
 Attn: Ann Martinez
 505-476-8233

Local Recipient:	Los Chavez Fire Department			133137	
	(EMS Service that will benefit)			(EMS Service #)	
Mailing Address:	P.O. Box 775		Los Lunas	NM	87031
	(Street/Mailing Address)		(City)	(State)	(Zip)
	X	1	2	3	505-864-2000
	(EMS Region)		(Business Phone #)	(Emergency Phone #)	(Fax Phone #)
Contact Person:	Becky L. Chief		District Chief	bculp@unm.edu	
	(Name)		(Title)	(E-mail Address)	
Applicant:	Valencia County				
	(County or Municipality serving as Fiscal Agent)				
Mailing Address:	P.O. Box 1119		Los Lunas	NM	87031
	(Mailing Address)		(City)	(State)	(Zip)
Contact Person:	Wilma Abril		Finance Manager		
	(Name)		(Title)		
	505-866-2033		505-866-2424	wilma.abril@co.valencia.nm.us	
	(Telephone #)		(Fax Phone #)	(E-mail Address)	
Number of Years In Operation			Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.		
28			339		
LICENSED EMS PERSONNEL					
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)					
Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer	
Jon Abeita	EMT-B	00016150	03-31-2013	2009	VOL
Stephanie Alderette	EMT-B	11000046	03-31-2013	2011	VOL
Allyn Baca	EMT-B	07000585	03-31-2013	2009	VOL
Michael Brophy	EMT-I	00022098	03-31-2010	2009	VOL
Marianne Collado	EMT-B	04001714	03-31-2013	2009	VOL
Donna Crockett	FR	00021583	03-31-2013	2009	VOL
Becky L. Culp	EMT-I	00021903	03-31-2013	2009	VOL
Alton Brian Culp	EMT-P	00010772	03-31-2013	2009	VOL
Jeremy Fielder	EMT-B	08001344	03-31-2013	2009	VOL
Justin Hadrych	EMT-B	02001269	03-31-2013	2011	VOL
Thomas Henry	EMT-B	10001284	03-31-2013	2010	VOL

Shaun Henson	FR	11000700	03-31-2013	2011	VOL
Karen Hughes	EMT-B	00014144	03-31-2013	2009	VOL
Juan Martin	EMT-P	07001578	03-31-2013	2010	VOL
Maggi Ridenour	EMT-B	08001334	03-31-2012	2009	VOL
Courtney Roberts	EMT-B	10001788	03-31-2013	2009	VOL

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.	X	A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X	Routinely responds (defined as "available... 24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.	X	Maintain at least one transport capable vehicle if appropriate within the local EMS System.
						N/A	Complies with Air Ambulance certification regulations, if applicable.
						X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

**For Capital Outlay projects for which the service intends to “carry over” funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items (Please list in appropriate category and provide adequate detail on each priority item)	Estimated Cost (\$)
2.	Repair and Maintenance:	\$6,000.00
1.	Tramng:	\$3,000.00
	Mileage & Per Diem:	
3.	Supplies (Items Under \$500):	\$6,000.00
4.	Capital Outlay (Items Over \$500):	\$3,000.00
	Auto Vent	
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	\$18,000.00

*Do not make all items Priority No. 1. Use each number only once. (Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

- 1. Training of all EMS Personnel. If we don't have trained personnel we will not be able to continue.
- 2. Repairs of Equipment. If the units are broken, we will not be able to continue.
- 3. Supplies. If we don't have supplies and units aren't stocked, we will not be able to continue.
- 4. Los Chavez Fire Department wishes to purchase an Auto Vent to continue to provide the best possible care to our patients

SERVICE NAME: Los Chavez Fire Department

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF VALENCIA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

George Otero
Mayor

OR

Georgia Otero Kirkham
Chairman, Board of Commissioners

Valencia

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 21 day of December, 2011.

Notary Public:

Julie R. [Signature]

(SEAL)

My commission expires: 8-22-2012

PERSON COMPLETING FORM

Name:	Becky Culp	District Chief		
	(Name)	(Title)		
Address:	P.O. Box 775			
	Los Lunas	NM	87031	
	(City)	(State)	(Zip)	(+4)
505-864-2000	505-203-8600	505-203-8600	bculp@unm.ed	
(Work Phone)	(Home Phone #)	(Cellular Phone #)	(E-mail Address)	
Signature:	<i>Becky Culp</i>			

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected:

BOOK 72

PAGE 383



EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Meadow Lake Fire Department	133059
	(EMS Service that will benefit)	(EMS Service #)
Mailing Address:	P.O. Box 1877	Los Lunas NM 87031
	(Street/Mailing Address)	(City) (State) (Zip)
	X 1 2 3	505-865-9091 505-865-2039 505-866-8749
	(EMS Region)	(Business Phone #) (Emergency Phone #) (Fax Phone #)
Contact Person:	Tony Villalovos	Dist. Chief jvillalovos419@gmail.com
	(Name)	(Title) (E-mail Address)

Applicant:	Valencia County	
	(County or Municipality serving as Fiscal Agent)	
Mailing Address:	P.O. Box 1119	Los Lunas NM 87031
	(Mailing Address)	(City) (State) (Zip)
Contact Person:	Wilma Abril	Finance Manager
	(Name)	(Title)
	505-866-2033	505-866-2424 wilma.abril@co.valencia.nm.us
	(Telephone #)	(Fax Phone #) (E-mail Address)

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
31	171

LICENSED EMS PERSONNEL				
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)				
Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Casey Davis	EMT-I	00017208	03-31-2013	Volunteer
John Villalovos	EMT-B	07000578	03-31-2012	Volunteer
Cherie Reese	EMT-I	08001035	03-31-2012	Volunteer
Eileen Davis	FR	00018976	03-31-2013	Volunteer
Kristin Davis	FR	09001023	03-31-2013	Volunteer
Fred Raff	EMT-I	08000433	03-31-2012	Volunteer
Victoria Roberts	EMT-I	00024487	03-31-2013	Volunteer
Felicia Rodriguez	EMT-B	10001338	03-31-2013	Volunteer
Brandon Stubben	FR	11000075	03-31-2013	Volunteer

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.	X	A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X	Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.	X	Maintain at least one transport capable vehicle if appropriate within the local EMS System.
						N/A	Complies with Air Ambulance certification regulations, if applicable.
						X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

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PAGE 385

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
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- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
	Repair and Maintenance: Oil Changes, Tire repair or replacement	\$10,000.00
	Maintance on heating and A/C, Fuel, Lightes, Siren, Raido.	
	Training: The need for continued education, To keep up with changes in	\$2000.00
	care and Equipment in the EMS field, Yearly CPR,	
	Personal who wish to get a higher licensure	
	.	
	Mileage & Per Diem: For driving to training sights, possible overnight	\$1000.00
	stays at training sights	
	Supplies (Items Under \$500): To replace used or worn items such as IV	
	supply, air-way Supplies, bandages, splints, OB kits, gloves ECT. And	\$8000.00
	up dates on the Zoll and poss. new Zoll	
	*Capital Outlay (Items Over \$500):	
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	

*Do not make all items Priority No. 1.

Use each number only once.

(Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1. The reason for number one, we average about 20 calls a month and we mutual aid for several different districts to assist them with pt. care there is a transport service but sometimes due to the amount of calls in Valencia county, we may need to help transport pt to Albuquerque, at this time we have 3 first responders 2 Basics and 4 Inter. and at this time two of our first responders are enrolled in class to obtain the Basic. Our units are older they have low mileage but the roads in Valencia county are rough, and the up keep on these units

2. The transport service in Valencia county most times does not restock the items we use to do pt care, so we need to replace our supplies and with 3 different Licensures we need to have all the right supplies for each such as IV supplies for Intermediates

3. At this time we have 2 personal who are enrolled in getting their Basic. And we have personal who wish to do more, but under their current license they are limited, so we need to have funds to send them to school, also with advances and changes being made in the medical field, we need to be trained, and keep up our skills.

4. When the personal go for training. We need to make sure they have fuel and if need a place to stay if there is a distance to drive, so that the personal can get enough rest to retain what they are learning

SERVICE NAME:	Meadow Lake Fire Department
---------------	-----------------------------

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF VALENCIA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)


Mayor

OR


Chairman, Board of Commissioners

VALENCIA

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

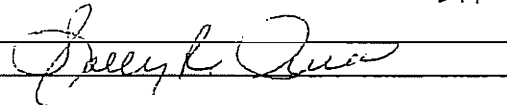
- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 21 day of December, 2011.

Notary Public:



(SEAL)

My commission expires:

8-22-2012

PERSON COMPLETING FORM

Name:	Alton Brian Culp			Deputy Chief	
	(Name)			(Title)	
Address:	P.O. Box 1119				
	Los Lunas	NM	87031		
	(City)	(State)	(Zip)	(+4)	
505-866-2040		505-507-6964	brian.culp@co.valencia.nm.us		
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)	
Signature:					

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected: _____ BOOK 72 PAGE 332

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose **one (1) level** for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).	Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>	Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel, or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
Basic medical supplies and equipment.	Basic medical supplies and equipment.	Basic medical supplies and equipment.	X Basic & advanced medical supplies and equipment.
Attached copy of mutual aid agreement(s).	Attached copy of mutual aid agreement(s).	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
A designated Training Coordinator.	A designated Training Coordinator.	A designated Training Coordinator.	X A designated Training Coordinator.
Submitting all runs to NMEMSTARS Database.	Submitting all runs to NMEMSTARS Database.	Submitting all runs to NMEMSTARS Database.	X Submitting all runs to NMEMSTARS Database.
	A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.	A Medical Director and appropriate medical protocols.	X A Medical Director and appropriate BLS and ALS medical protocols.
		Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X Routinely responds (defined as "available... 24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
		Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.	X Maintain at least one transport capable vehicle if appropriate within the local EMS System.
			N/A Complies with Air Ambulance certification regulations, if applicable.
			X Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
1	Repair and Maintenance: oil changes x2, radiator repair, brake booster repair, general repairs	\$2000.00
2	Training: Recertification for EMT-I / conference classes for personnel	\$1500.00
	Mileage & Per Diem:	
3	Supplies (Items Under \$500): medical supplies	\$1500.00
	**Capital Outlay (Items Over \$500):	
4	Other Operational Costs: fuel	\$2000.00
	TOTAL AMOUNT OF REQUEST	\$7000.00

*Do not make all items Priority No. 1. Use each number only once. (Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1. Repairs needed to unit at this time and continued
2. Recertification for EMT-I / conference classes for all personnel
3. Medical supplies
4. Fuel for rescue

SERVICE NAME:	Jarales Pueblitos Bosque Fire Department
---------------	--

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF VALENCIA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

George Otero
Mayor

OR

Georgia Otero Kistner
Chairman, Board of Commissioners

VALENCIA

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 21 day of December, 2011.

Notary Public:

Jelly K. Luna

(SEAL)

My commission expires: 8-22-2012

PERSON COMPLETING FORM

Name:	Alton Brian Culp		Deputy Chief	
	(Name)		(Title)	
Address:	P.O. Box 1119			
	Los Lunas	NM	87031	
	(City)	(State)	(Zip)	(+4)
505-866-2040		505-507-6964	brian.culp@co.valencia.nm.us	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected: BOOK 72 PAGE 393



EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Manzano Vista Fire Department	133148
	(EMS Service that will benefit)	(EMS Service #)
Mailing Address:	P.O. Box 1119	Los Lunas NM 87031
	(Street/Mailing Address)	(City) (State) (Zip)
	X 1 2 3 505-565-1042 505-865-2039 505-565-2401	
	(EMS Region) (Business Phone #) (Emergency Phone #) (Fax Phone #)	
Contact Person:	A. Brian Culp Deputy Chief Brian.culp@co.valencia.nm.us	
	(Name) (Title) (E-mail Address)	

Applicant:	Valencia County
	(County or Municipality serving as Fiscal Agent)
Mailing Address:	P.O. Box 1119 Los Lunas NM 87031
	(Mailing Address) (City) (State) (Zip)
Contact Person:	Wilma Abril Finance Manager
	(Name) (Title)
	505-866-2033 505-866-2424 wilma.abril@co.valencia.nm.us
	(Telephone #) (Fax Phone #) (E-mail Address)

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
5	6

LICENSED EMS PERSONNEL				
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)				
Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Alton Brian Culp	EMT-P	00010772	03-31-2013	Paid
Reynaldo Carrillo	EMT-I	02001000	03-31-2013	Volunteer
Isaac A. Abeyta	FR	Pending		Volunteer
Lorenzo A. Abeyta	FR	Pending		Volunteer
Marie M. Brandt	FR	Pending		Volunteer
Desiree S. Romero	FR	Pending		Volunteer

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose **one (1) level** for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
X	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
X	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic & advanced medical supplies and equipment.
X	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
X	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.
X	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.		A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.		Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.		Maintain at least one transport capable vehicle if appropriate within the local EMS System.
							Complies with Air Ambulance certification regulations, if applicable.
							Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
	Repair and Maintenance:	
1	Training:	\$500.00
	Mileage & Per Diem:	
2	Supplies (Items Under \$500):	\$1,000.00
	**Capital Outlay (Items Over \$500):	
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	\$1,500.00

*Do not make all items Priority No. 1.

Use each number only once.

(Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1. Continued Training of Fire Department Personnel to the level of FR or EMT-B

2. Continue purchasing of Supplies for first out unit.

SERVICE NAME: Manzano Vista Fire Department

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF VALENCIA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:

(TYPE OR PRINT)

George Otero
Mayor

OR

Georgia Otero Kitcham
Chairman, Board of Commissioners

VALENCIA

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 21 day of December, 2011.

Notary Public: *Sperry R. Luna*

(SEAL)

My commission expires: 8-22-2012

PERSON COMPLETING FORM

Name:	Alton Brian Culp	Deputy Chief		
	(Name)	(Title)		
Address:	P.O. Box 1119			
	Los Lunas	NM	87031	
	(City)	(State)	(Zip)	(+4)
505-866-2040		505-507-6964	brian.culp@co.valencia.nm.us	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<i>Alton Brian Culp</i>			

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected: _____ BOOK 72 PAGE 398

**EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013**

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Tome-Adelino Fire Department		133140	
	(EMS Service that will benefit)		(EMS Service #)	
Mailing Address:	P.O. Box 27	Tome	NM	87060
	(Street/Mailing Address)	(City)	(State)	(Zip)
	X 1 2 3	505-866-2040	505-865-2039	505-864-9701
	(EMS Region)	(Business Phone #)	(Emergency Phone #)	(Fax Phone #)
Contact Person:	Matthew Duran	Dist. Chief	matthewfduran@gmail.com	
	(Name)	(Title)	(E-mail Address)	

Applicant:	Valencia County			
	(County or Municipality serving as Fiscal Agent)			
Mailing Address:	P.O. Box 1119	Los Lunas	NM	87031
	(Mailing Address)	(City)	(State)	(Zip)
Contact Person:	Wilma Abril	Finance Manager		
	(Name)	(Title)		
	505-866-2033	505-866-2424	wilma.abril@co.valencia.nm.us	
	(Telephone #)	(Fax Phone #)	(E-mail Address)	

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
8	511

LICENSED EMS PERSONNEL

List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)

Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Lisa Herrera	EMT-B	10001809	03-31-2013	Volunteer
Jessica Avila	EMS-FR	09001019	03-31-2013	Volunteer
Ron Avila	EMT-B	06000072	03-31-2013	Volunteer
Rob Barr	EMT-B	00216783	03-31-2012	Volunteer
Robert Brown	EMT-B	00012173	03-31-2013	Volunteer
Tammy Cabral	EMT-B	04000416	03-31-2013	Volunteer
Jack Dickey	FR	04000212	03-31-2012	Volunteer
Matthew Duran	EMT-B	02000761	03-31-2013	Volunteer
Rodrigo Padilla	FR	09001512	03-31-2012	Volunteer
Chris Rael	FR	09001040	03-31-2012	Volunteer
Tim York	EMT-B	10001037	03-31-2013	Volunteer

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic medical supplies and equipment.		Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.		A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.	X	A Medical Director and appropriate medical protocols.		A Medical Director and appropriate BLS and ALS medical protocols.
				X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.		Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.
				N/A	Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.		Maintain at least one transport capable vehicle if appropriate within the local EMS System.
							Complies with Air Ambulance certification regulations, if applicable.
							Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
1.	Repair and Maintenance: 2008, & 1999 Medical Rescue Units	\$1,000.00
3.	Training: Training & Seminars	\$1,000.00
4.	Mileage & Per Diem: Mileage and Per-Diem	\$1,000.00
2.	Supplies (Items Under \$500): Due to increase of emergency calls we are utilizing our 2 rescue units which was increased the amount of supplies being utilizen.	\$2,000.00
5.	**Capital Outlay (Items Over \$500): New stretcher to replace	\$800.00
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	\$5,800.00

*Do not make all items Priority No. 1.

Use each number only once.

(Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

The justification and priorities are listed above.

SERVICE NAME:	Tome – Adelino Fire Department
----------------------	--------------------------------

EMS FUND ACT CERTIFICATION BY APPLICANT	
STATE OF NEW MEXICO, COUNTY OF VALENCIA	
Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:	
(TYPE OR PRINT)	
 Mayor	OR  Chairman, Board of Commissioners
VALENCIA	
Municipality	County
I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:	
<ul style="list-style-type: none">• That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.• That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.• That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.• That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.	
Signature of Official Named Above (Title)	
The above was sworn and subscribed to before this 21 day of December, 2011.	
Notary Public: 	(SEAL)
My commission expires: 8.22.2012	

PERSON COMPLETING FORM				
Name:	Matthew Duran		District Fire Chief	
	(Name)		(Title)	
Address:	P.O. Box 27			
	Tome	NM	87060	0027
	(City)	(State)	(Zip)	(+4)
505-866-2040		505-730-8595	matthewfduran@gmail.com	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

FOR BUREAU USE ONLY	
Reviewer: _____	Date Reviewed: _____
Approved: Yes No	Final Award: _____
Comments/Problem:	
Date Corrected:	BOOK 72 PAGE 403

EMS FUND ACT
LOCAL FUNDING PROGRAM APPLICATION
FISCAL YEAR 2013

Due Date: January 16, 2012

Submit To:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Local Recipient:	Rio Grande Estates Fire Department		133070	
	(EMS Service that will benefit)		(EMS Service #)	
Mailing Address:	P.O. Box 527	Belen	NM	87002
	(Street/Mailing Address)	(City)	(State)	(Zip)
	X 1 2 3	505-864-6161	505-865-2039	505-864-8695
	(EMS Region)	(Business Phone #)	(Emergency Phone #)	(Fax Phone #)
Contact Person:	Jason Gonzales	Dist. Chief	rgefd@hotmail.com	
	(Name)	(Title)	(E-mail Address)	

Applicant:	Valencia County			
	(County or Municipality serving as Fiscal Agent)			
Mailing Address:	P.O. Box 1119	Los Lunas	NM	87031
	(Mailing Address)	(City)	(State)	(Zip)
Contact Person:	Wilma Abril	Finance Manager		
	(Name)	(Title)		
	505-866-2033	505-866-2424	wilma.abril@co.valencia.nm.us	
	(Telephone #)	(Fax Phone #)	(E-mail Address)	

Number of Years In Operation	Total EMS Runs 10/01/10 to 09/30/11 Entered into NMEMSTARS database.
37	749

LICENSED EMS PERSONNEL

List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)

Name	Certification or Licensure Level	Certification or License Number	Certification or License Expiration Date	Paid/Volunteer
Jason Gonzales	EMT-I	02000758	03-31-2013	Volunteer
Jamie Finch	EMT-I	07001570	03-31-2013	Volunteer
Elaine Campbell	EMT-I	07001576	03-31-2013	Volunteer
Edward Butler	EMT-B	09001022	03-31-2013	Volunteer
Michael Taradash	EMT-P	01000461	03-31-2012	Volunteer
Nancy Alicia Martinez	EMT-I	08001679	03-31-2013	Volunteer
Donna Butler	EMT-B	09001021	03-31-2013	Volunteer
Michael Steininger	EMT-B	04000681	03-31-2013	Volunteer
Wesley Armstrong	EMT-B	10000686	03-31-2012	Volunteer
Marianna Rittner-Holms	EMT-B	09001130	03-31-2013	Volunteer

Monica Garcia	EMT-B	09001723	03-31-2012	Volunteer
Rocio Amanda Salas	EMT-B	10000668	03-31-2012	Volunteer
Lauren Zabicki	EMT-B	05000517	03-31-2012	Volunteer
Gary Trujillo	FR	11000072	03-31-2013	Volunteer
Vincent Furnari	FR	11000158	03-31-2013	Volunteer
Michael Jackson	EMT-B	08001731	03-31-2013	Volunteer
Nicole Lardner	FR	11000605	03-31-2013	Volunteer
Ethan Lucero	EMT-B	11000330	03-31-2013	Volunteer
Chris Romero	EMT-B	10001773	03-31-2013	Volunteer
Patrick Romero	EMT-B	11000493	03-31-2013	Volunteer
Raven Weed	EMT-B	11000644	03/31/2014	Volunteer
Teresa Martinez	EMT-I	03000589	03/31/2013	Volunteer
Anthony Cota	FR	11000588	03-31-2013	Volunteer
Hannah Clark	EMT-B	10000134	03-31-2013	Volunteer

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose **one (1) level** for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)		Medical-Rescue Service First Responder (\$3,000)		Medical-Rescue Service/Ambulance Basic Level (\$5,000)		Medical-Rescue Service/Ambulance Advance Level (\$7,000)	
	Fifty percent (50%) of all runs covered by a trained first responder (within two years of the initial request for funding).		Eighty percent (80%) of all runs covered by a certified first responder or higher licensed medical personnel, <u>minimum of two such personnel.</u>		Eighty percent (80%) of all runs covered by a licensed EMT-Basic or higher licensed medical personnel, <u>minimum of two such personnel.</u>	X	Eighty percent (80%) of all runs covered by a licensed intermediate or paramedic level personnel; or if EMD is utilized, 80% of all runs determined by dispatch to require an advance level response covered by <u>licensed intermediate or paramedic level personnel and there must be at least one additional licensed EMT with the service.</u>
	Basic medical supplies and equipment.		Basic medical supplies and equipment.		Basic medical supplies and equipment.	X	Basic & advanced medical supplies and equipment.
	Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s).		Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).	X	Attached copy of mutual aid agreement(s) or other cooperative plan(s) with first response or transporting ambulance service(s).
	A designated Training Coordinator.		A designated Training Coordinator.		A designated Training Coordinator.	X	A designated Training Coordinator.
	Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database		Submitting all runs to NMEMSTARS Database	X	Submitting all runs to NMEMSTARS Database
			A Medical Director if performing skills requiring medical direction (see Scope of Practice) and appropriate medical protocols.		A Medical Director and appropriate medical protocols.	X	A Medical Director and appropriate BLS and ALS medical protocols.
					Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical rescue or the EMS Bureau regarding certificated ambulances.	X	Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
					Complies with Air Ambulance certification regulations 7.27.5 NMAC, if applicable.	X	Maintain at least one transport capable vehicle if appropriate within the local EMS System.
						N/A	Complies with Air Ambulance certification regulations, if applicable.
						X	Complies with PRC Reg. 18.4.2 NMAC if applicable or other such regulations as may be adopted by the PRC regarding registered medical - rescue or the EMS Bureau regarding certificated ambulances.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100.

****For Capital Outlay projects for which the service intends to “carry over” funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:**

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
- If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
4	Repair and Maintenance:	10,000
2	Training:	10,000
5	Mileage & Per Diem:	5,000
1	Supplies (Items Under \$500):	10,000
3	**Capital Outlay (Items Over \$500):	20,000
	Other Operational Costs:	
	TOTAL AMOUNT OF REQUEST	55,000

*Do not make all items Priority No. 1. Use each number only once. (Use additional sheets if necessary.)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

Increase in call volume and the cost of maintaining ALS vehicles is a stress on the budget. Currently we only receive 7900.00 dollars from the bureau which is nowhere near enough Money to run a service. Additional monies is needed to buy supplies, fix apparatus, and Keep EMT certifications up to date, as well as train new volunteers in the EMS field. The Capital outlay monies is needed to outfit all apparatus with new stair chairs and new gurneys.

SERVICE NAME:	Rio Grande Estates Fire Department
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EMS FUND ACT CERTIFICATION BY APPLICANT	
STATE OF NEW MEXICO, COUNTY OF VALENCIA	
Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:	
(TYPE OR PRINT)	
 Mayor	 OR Chairman, Board of Commissioners
VALENCIA	
Municipality	County
I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:	
<ul style="list-style-type: none"> • That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau. • That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision. • That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration. • That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes. 	
Signature of Official Named Above (Title)	
The above was sworn and subscribed to before this 21 day of December, 2011.	
Notary Public: 	(SEAL)
My commission expires: 8-22-2012	

PERSON COMPLETING FORM				
Name:	Jason Gonzales		District Fire Chief	
	(Name)		(Title)	
Address:	P.O. Box 527			
	Belen	NM	87002	
	(City)	(State)	(Zip)	(+4)
505-864-6161	505-857-3773		505-975-1264	rgefd@hotmail.com
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

FOR BUREAU USE ONLY	
Reviewer: _____	Date Reviewed: _____
Approved: Yes No	Final Award: _____
Comments/Problem:	
Date Corrected:	BOOK 72 PAGE 409

Bid #670 Los Chavez Fire District Pumper 11/17/2011
Time: 2:00 PM

[illegible]

\$248,574

LOAN AGREEMENT

dated

January 27, 2012

by and between the

NEW MEXICO FINANCE AUTHORITY

and

VALENCIA COUNTY, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to The Bank of New York Mellon Trust Company, N.A. as trustee under the Indenture, as defined in Article I of this Loan Agreement.

(EXHIBIT G)

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LOAN AGREEMENT

THIS LOAN AGREEMENT dated January 27, 2012 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and VALENCIA COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing and equipping a fire pumper for use by the Los Chavez Fire Department within the Governmental Unit as more fully described on the Term Sheet; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority and its officers; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10 and Sections 59A-53-7 and 59A-53-8, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

“Additional Payment Obligations” mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

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

“Authorized Officers” means, in the case of the Governmental Unit, the Chairperson or Vice-Chairperson of the Board of County Commissioners, the County Manager and the County Clerk, and, in the case of the Finance Authority, the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law satisfactory to the Trustee and listed in the list of municipal bond attorneys, as

published semi-annually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as loan counsel.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

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

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

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Expense Fund" means the expense fund created herein pursuant to the Indenture, to be held and administered by the Trustee to pay Expenses.

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established within the Debt Service Fund, as defined in the Indenture, in the name of the Governmental Unit, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

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

"Governing Body" means the duly organized Board of County Commissioners of the Governmental Unit and any successor governing body of the Governmental Unit.

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

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State,

appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement, dated the closing date, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

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

"Parity Obligations" means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the

following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or Standard & Poor's Rating Group; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet attached to this Loan Agreement as Exhibit "A".

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

"Project" means the projects described on the Term Sheet.

"Resolution" means the Governmental Unit Resolution No. _____, adopted by the Governing Body on December 21, 2011 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., in Denver, Colorado, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the Finance Authority Debt Service Account and the Processing Fee) to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of purchasing and equipping a fire pumper for use by the Los Chavez Fire Department within the Governmental Unit. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the

acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-7 through 59A-53-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 6.44 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is ten (10) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b) (6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Resolution shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way

jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the best knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portions of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, are not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in the Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to, annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of

Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit, are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

(x) Use of State Fire Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 59A-53-8 or 59A-53-9, NMSA 1978, as the same may be amended or recompiled from time to time.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited in the Governmental Unit's Program Account to be disbursed by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

(c) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing Fee.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT;
PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article III of this Loan Agreement for the payment hereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to

create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement the Distributing State Agency shall cause to be transferred from the Pledged Revenues the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. Annually, (A) beginning in July, 2012, an amount necessary to pay the first two maturing Interest Components coming due on this Loan Agreement, (which are due November 1, 2012 and May 1, 2013), and (B) in each July thereafter, the amount necessary to pay the next two maturing Interest Components on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B."

(ii) Principal Payments. Annually, (A) beginning in July, 2012 an amount necessary to pay the first maturing Principal Component coming due on this Loan Agreement (which is due May 1, 2013), and (B) in each July thereafter, the amount necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B."

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit's account in the State Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement into the Bond Fund (as defined in the Indenture).

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior

to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of the Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement To Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to complete the Project. The Governmental Unit agrees to acquire the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; or (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code.

Section 6.3 Completion of Acquisition of the Project. Upon completion of the acquisition of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee stating that, to the best of his or her knowledge; the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b) (3) (C) (ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b) (3) (C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that

rebtable arbitrage is required to be paid to the United States, as that term is defined under Section 148 of the Code and related regulations, that it will pay such rebtable arbitrage, and that such payments shall be made solely from and shall constitute a lien solely against the Pledged Revenues.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of

any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to

exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, Valencia County, New Mexico, 444 Luna Avenue, Los Lunas, New Mexico 87031, Attention: County Manager; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, The Bank of New York Mellon Trust Company, N.A., 1775 Sherman Street, Suite 2775, Denver, Colorado 80203. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall

be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on November 17, 2011, has executed this Loan Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

[SEAL]

By: _____
Denise K. Baker, Chairperson

ATTEST:

By: _____
Paul Gutierrez, Secretary

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin Thayer & Browne, a Professional Corporation
As Loan Counsel


By: _____
Rachel S. King

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By: _____
Reynold E. Romero, General Counsel

VALENCIA COUNTY, NEW MEXICO

[SEAL]

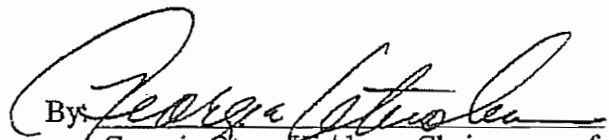
By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

ATTEST:

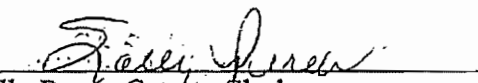
By: 
Sally Perea, County Clerk

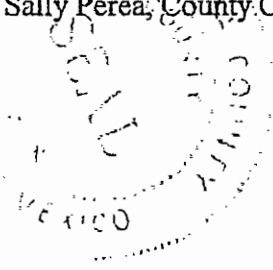
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

ATTEST:

By: 
Sally Perea, County Clerk

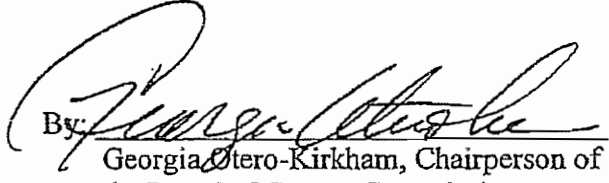


BOOK 72

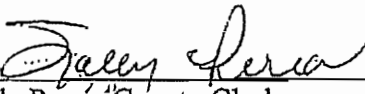
PAGE 436

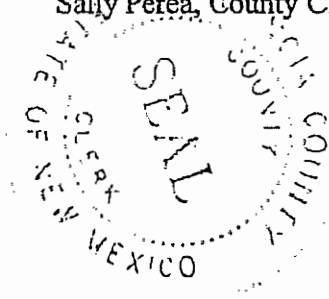
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

ATTEST:

By: 
Sally Perea, County Clerk



BOOK 72

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VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: *Georgia Otero-Kirkham*
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

ATTEST:

By: *Sally Perea*
Sally Perea, County Clerk

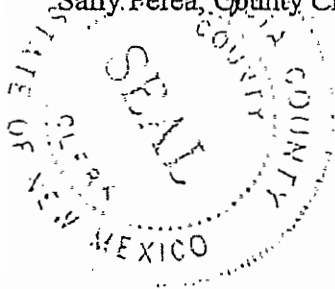


EXHIBIT "A"

TERM SHEET

Finance Authority Loan No. 2667-PP

Governmental Unit:	Valencia County, New Mexico
Project Description:	Purchase and equip a fire pumper for use by the Los Chavez Fire Department within the Governmental Unit
Loan Agreement Principal Amount:	\$248,574
Disadvantaged Funding Amount:	Zero
Pledged Revenues:	The distribution of State Fire Protection Funds to the Governmental Unit made annually by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	200%
Authorizing Legislation:	Resolution No. _____, adopted on December 21, 2011
Closing Date:	January 27, 2012
Blended Interest Rate:	2.050%
Program Account Deposit:	\$244,900
Processing Fee:	\$ 3,674

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS

BOOK 72 PAGE 439

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

BOOK 72

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B-1

New Mexico Finance Authority									
Valencia County- Los Chavez FD				Loan Amount =	248,574	244,900	= Project	03/27/12	= Loan Funding Date
				Average Loan Life =	6.44	-	= D5R	11/01/12	= First Interest Calculation Date
				Blended Interest Rate =	2.050%	-	= Misc Exp	05/01/13	= First Principal & Interest Calc Date
				Arbitrage Yield =	2.0310%	3,674	= NMFA Fee	05/01/23	= Maturity Date
				Loan Life =	11	-	= Cap Int	454	= # of Days to 1st Principal Calc Date
Fire Protection Fund									
Fiscal Year	Principal Amount	Interest Amount	Total New FY Debt Service	Principal Outstanding	Exempt Rate	Arb Yield @ 2.0310%	Coverage @ 1.25	Revenue @ 0.00%	Projected Coverage
Ending June 30									
2013	Nov	3,152.10	-	248,574		3.104			
	May	2,070.73	25,225.83	228,571	0.410%	21,518	31,532	52,418	2.08
2014	Nov	2,029.72	-	228,571		1,959			
	May	2,029.72	25,623.44	207,007	0.620%	22,540	32,029	52,418	2.05
2015	Nov	1,962.87	-	207,007		1,856			
	May	1,962.87	25,622.74	185,310	0.920%	22,151	32,028	52,418	2.05
2016	Nov	1,863.06	-	185,310		1,727			
	May	1,863.06	25,622.12	163,414	1.120%	21,799	32,028	52,418	2.05
2017	Nov	1,740.44	-	163,414		1,581			
	May	1,740.44	25,619.88	141,275	1.350%	21,471	32,025	52,418	2.05
2018	Nov	1,591.00	-	141,275		1,416			
	May	1,591.00	25,618.00	118,839	1.610%	21,171	32,023	52,418	2.05
2019	Nov	1,410.39	-	118,839		1,230			
	May	1,410.39	25,615.78	96,044	1.860%	20,902	32,020	52,418	2.05
2020	Nov	1,198.40	-	96,044		1,024			
	May	1,198.40	25,613.80	72,827	2.100%	20,662	32,017	52,418	2.05
2021	Nov	954.62	-	72,827		800			
	May	954.62	25,611.24	49,125	2.290%	20,448	32,014	52,418	2.05
2022	Nov	683.23	-	49,125		561			
	May	683.23	25,607.46	24,884	2.660%	20,257	32,009	52,418	2.05
2023	Nov	360.82	-	24,884		290			
	May	360.82	25,605.64	-	2.900%	20,107	32,007	52,418	2.05
Total		32,811.93	281,385.93			248,574			

EXHIBIT "C"

FORM OF REQUISITION

RE: \$248,574 Loan Agreement by and between Valencia County, New Mexico, and the Finance Authority (the "Loan Agreement").

TO: The Bank of New York Mellon Trust Company, N.A.
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – Valencia County, New Mexico (2012 Los Chavez Fire Pumper Loan), with regard to the above-referenced Loan Agreement the following:

FINANCE AUTHORITY LOAN NO. 2667-PP CLOSING DATE: JANUARY 27, 2012

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Valencia County, New Mexico (2012 Los Chavez Fire Pumper Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and Valencia County, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Valencia County shall and understands its obligation to complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer

Title: _____
(Print Name and Title)

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INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into January 27, 2012, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and VALENCIA COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as purchasing and equipping a fire pumper for use by the Los Chavez Fire Department within the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, (collectively, the "Act") the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith; and

WHEREAS, the Governmental Unit desires to acquire the Project which acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$248,574 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement, respectively; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 59A-53-7, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of fire protection funds from the State Treasurer be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall

have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$248,574 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from annual distributions of the Pledged Revenues pursuant to Section 59A-53-7, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. _____, passed and adopted on December 21, 2011 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed beginning in July, 2012.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

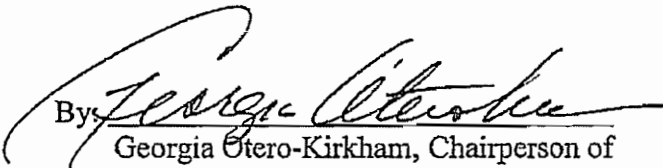
By: _____
Richard E. May, Chief Executive Officer

(SEAL)

Attest:

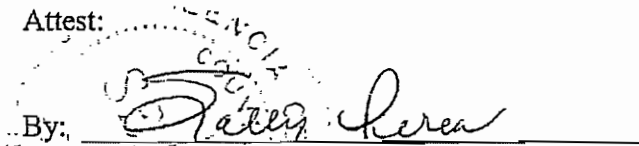
By: _____

VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

(SEAL)

Attest:

By: 
Sally Perea, County Clerk

Acknowledged:

By: _____
State Treasurer

By: _____
State Fire Marshal

Date: _____

Date: _____

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PAGE 442

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

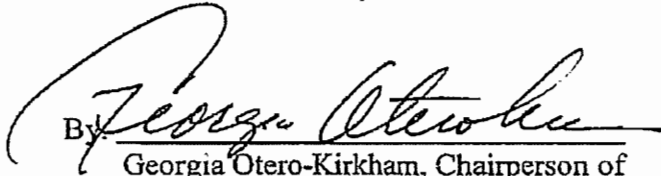
By: _____
Richard E. May, Chief Executive Officer

(SEAL)

Attest:

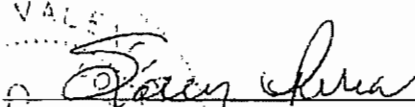
By: _____

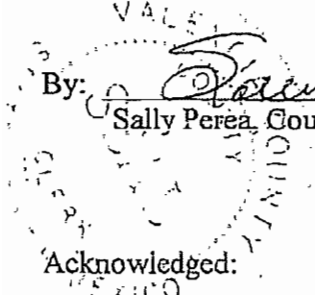
VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

(SEAL)

Attest:

By: 
Sally Perea, County Clerk

Acknowledged: 

By: _____
State Treasurer

By: _____
State Fire Marshal

Date: _____

Date: _____

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PAGE 247

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

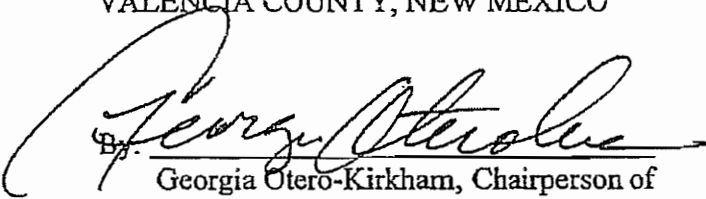
By: _____
Richard E. May, Chief Executive Officer

(SEAL)

Attest:

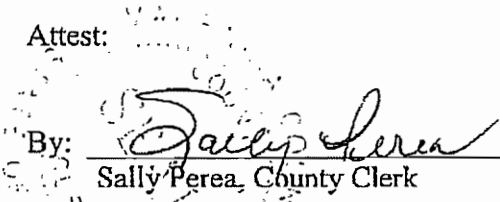
By: _____

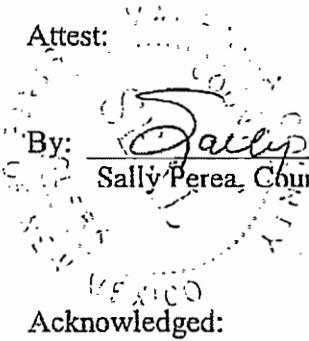
VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

(SEAL)

Attest:

By: 
Sally Perea, County Clerk



Acknowledged:

By: _____
State Treasurer

By: _____
State Fire Marshal

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

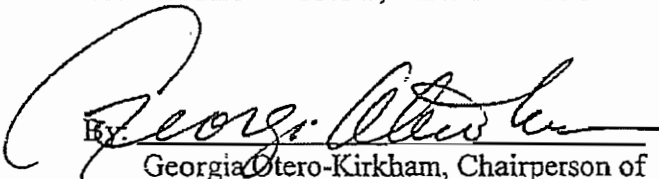
By: _____
Richard E. May, Chief Executive Officer

(SEAL)

Attest:

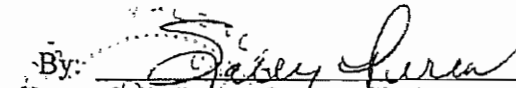
By: _____

VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

(SEAL)

Attest:

By: 
(Sally Perea, County Clerk)

Acknowledged:
MEXICO

By: _____
State Treasurer

By: _____
State Fire Marshal

Date: _____

Date: _____

EXHIBIT "A"

INTERCEPT SCHEDULE
VALENCIA COUNTY, NEW MEXICO

Loan No. 2667-PP

Dates	Pledged Revenues	Amount
July, 2012	The distribution of Fire Protection Fund Revenues to Valencia County, New Mexico, pursuant to Section 59A-53-7, NMSA 1978, which distributions are made annually by the State Treasurer	\$25,225.83
July, 2013		\$25,623.44
July, 2014		\$25,622.74
July, 2015		\$25,622.12
July, 2016		\$25,619.88
July, 2017		\$25,618.00
July, 2018		\$25,615.78
July, 2019		\$25,613.80
July, 2020		\$25,611.24
July, 2021		\$25,607.46
July, 2022		\$25,605.64

VALENCIA COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen Chairperson of the Board of County Commissioners, County Manager, County Clerk and Attorney for Valencia County, (the "Governmental Unit") in the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 16, 17, 18, 20, 21, 22 and 24 hereof):

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "Valencia County."

3. From at least October 19, 2011 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Attorney: Adren Nance, Esq.

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5. There is no reason within our knowledge why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. To the best of the Governmental Unit's knowledge, none of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no

representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge, neither the Chairperson of the Board of County Commissioners, the County Manager, the County Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 444 Luna Avenue, in Los Lunas, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 2011-02 adopted and approved by the Governing Body on January 5, 2011, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 2011-02 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 2011-02.

22. The *Valencia County News-Bulletin* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

24. The Chairperson of the Board of County Commissioners and the County Clerk, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

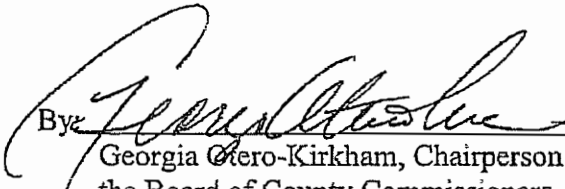
25. This Certificate is for the benefit of the Finance Authority.

26. This Certificate may be executed in counterparts.

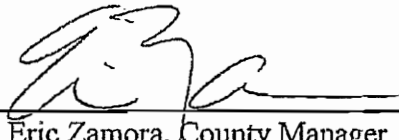
[Signature page follows]

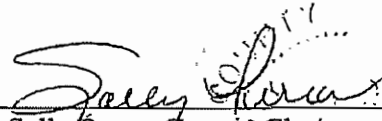
WITNESS our hands and the seal of the Governmental Unit this 27th day of January, 2012.

VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

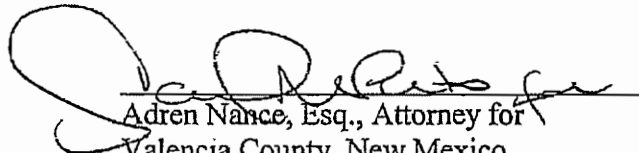
[SEAL]

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk


APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 16, 17, 18, 20, 21, 22 and 24 are approved and confirmed.



Adren Nance, Esq., Attorney for
Valencia County, New Mexico

WITNESS our hands and the seal of the Governmental Unit this 27th day of January, 2012.

VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Gero-Kirkham, Chairperson of
the Board of County Commissioners

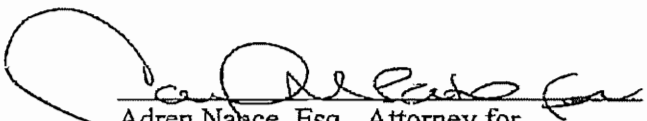
[SEAL]

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk


APPROVED:

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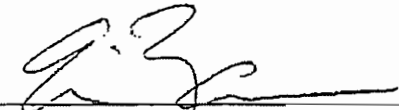

Adren Nance, Esq., Attorney for
Valencia County, New Mexico

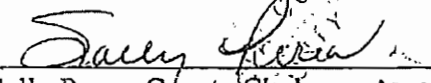
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VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
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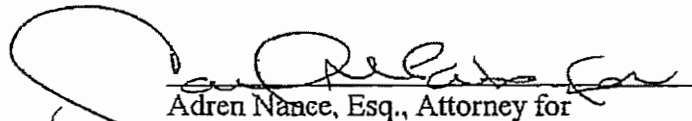
[SEAL]

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

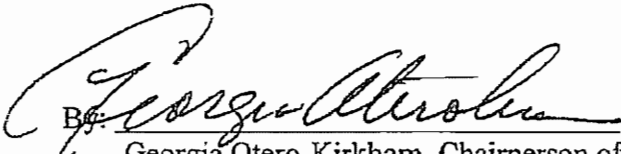
APPROVED:

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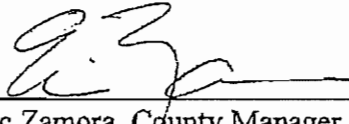

Adren Nance, Esq., Attorney for
Valencia County, New Mexico

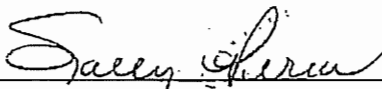
WITNESS our hands and the seal of the Governmental Unit this 27th day of January, 2012.

VALENCIA COUNTY, NEW MEXICO

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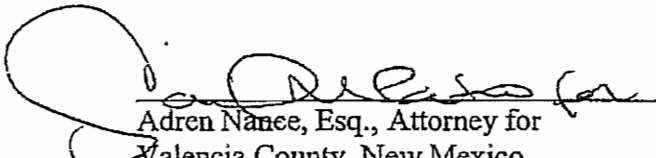
[SEAL]

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 16, 17, 18, 20, 21, 22 and 24 are approved and confirmed.


Adren Nance, Esq., Attorney for
Valencia County, New Mexico

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the completion of the Project and expenditure of the Proceeds will proceed with due diligence to completion and that all of the Proceeds will be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$244,900 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$3,674 will be deducted from the Proceeds and paid directly to the Finance Authority as the Processing Fee for the costs of originating and servicing the Loan.

6. Investment of Proceeds. Except for the investment of the Proceeds in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project and in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be gross proceeds of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable

pursuant to Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Any such liability shall be payable solely from the Pledged Revenues.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 97-13 of the United States Treasury as modified by Revenue Procedure 2001-39 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Bond Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 6.44 years of the Loan Agreement does not exceed one hundred twenty percent (120%) of the reasonably expected economic life of the Project, which is ten (10) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this

Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

[Signature page follows]


BOOK 72 PAGE 452


This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

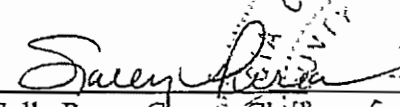
Dated: January 27, 2012

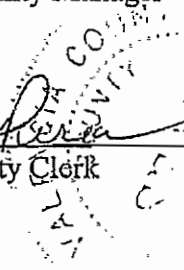
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk



BOOK 72

PAGE 463

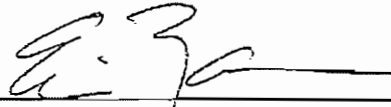
This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

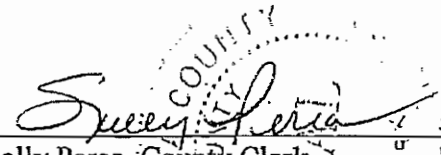
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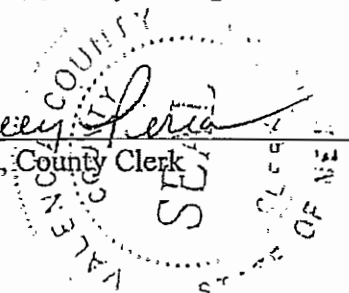
VALENCIA COUNTY, NEW MEXICO

[SEAL]

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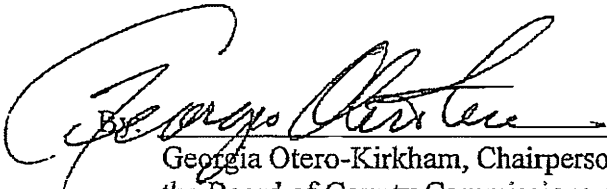



This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

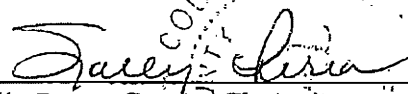
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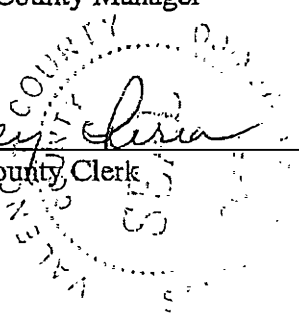
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

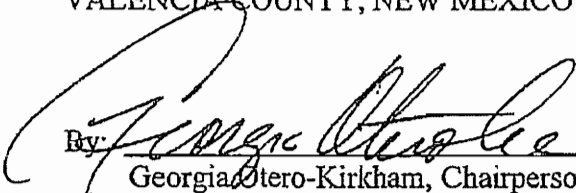


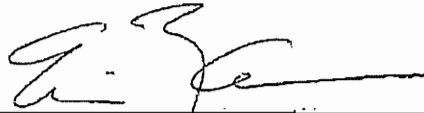
This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

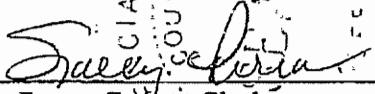
Dated: January 27, 2012

VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

1
STATE

Information Return for Tax-Exempt Governmental Obligations
▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ▶ <input type="checkbox"/>	
1 Issuer's name Valencia County, New Mexico		2 Issuer's employer identification number (EIN) 85-6000261	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 444 Luna Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Los Lunas, New Mexico 87031		7 Date of issue January 27, 2012	
8 Name of issue \$248,574 New Mexico Finance Authority Loan - Los Chavez Fire Pumper		9 CUSIP number N/A	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Eric Zamora, County Manager		10b Telephone number of officer or other employee shown on 10a (505) 866-2014	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	\$248,574
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19 If obligations are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>			
If obligations are BANs, check only box 19b ▶ <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2024	\$ 248,574	\$ 248,574	6.44 years	2.0310 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$248,574		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	\$3,674		
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)	29	\$3,674		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$244,900		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part V Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a

b Enter the final maturity date of the GIC ▶ _____

c Enter the name of the GIC provider ▶ _____

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐

41a If the issuer has identified a hedge, check here ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

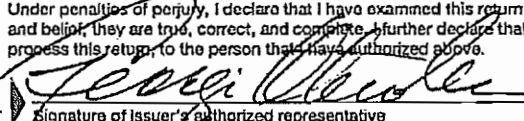
42 If the issuer has superintegrated the hedge, check box ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement)

b Enter the date the official intent was adopted ▶ _____

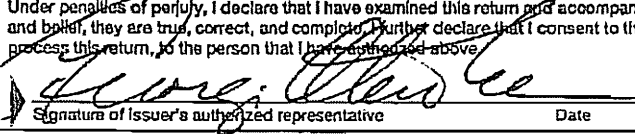
Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
			Date	
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature	Date
	Rachel S. King			
	Firm's name ▶ Sutin, Thayer & Browne A Professional Corporation		Firm's EIN ▶	85-0225124
	Firm's address ▶ P.O. Box 1945, Albuquerque, New Mexico 87103		Phone no.	(505) 883-2500

Check ☐ if self-employed PTIN P01081936

Signature of Issuer's authorized representative Type or print name and title Georgia Otero-Kirkham, Chairperson

Part VI Miscellaneous

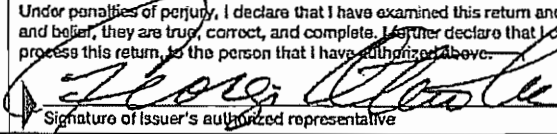
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Further, I declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative		Date _____	
Paid Preparer Use Only	Print/type preparer's name Rachel S. King		Preparer's signature _____	Date _____
	Firm's name ▶ Sutin, Thayer & Browne A Professional Corporation		Firm's EIN ▶ 85-0225124	Check <input type="checkbox"/> if self-employed PTIN P01081936
	Firm's address ▶ P.O. Box 1945, Albuquerque, New Mexico 87103		Phone no. (505) 883-2500	

Form 8038-G (Rev. 9-2011)

Part VI Miscellaneous

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41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box	▼	<input type="checkbox"/>	
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	▼	<input type="checkbox"/>	
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	▼	<input type="checkbox"/>	
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
				
	Signature of issuer's authorized representative	Date	Georgia Otero-Kirkham, Chairperson	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Rachel S. King			P01081936
	Firm's name ▶	Sutin, Thayer & Browne A Professional Corporation		Firm's EIN ▶ 85-0225124
	Firm's address ▶	P.O. Box 1945, Albuquerque, New Mexico 87103		Phone no. (505) 883-2500

Part VI

Miscellaneous

35

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Type of hedge ▶

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Term of hedge ▶

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44

If the issuer has established written procedures to monitor the requirements of section 148, check box ☐

45a

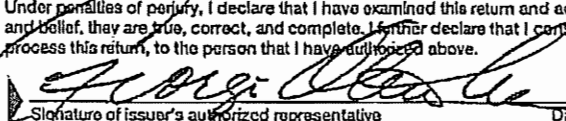
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b

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Signature and Consent

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Signature of issuer's authorized representative

Date

Georgia Otero-Kirkham, Chairperson

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Rachel S. King

P01081936

Firm's name ▶

Firm's EIN ▶

Sutin, Thayer & Browne A Professional Corporation

85-0225124

Firm's address ▶

Phone no.

P.O. Box 1945, Albuquerque, New Mexico 87103

(505) 883-2500

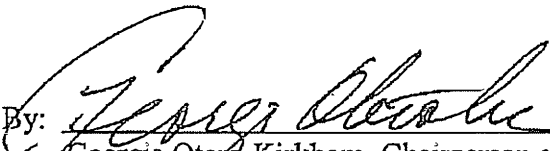
Form 8038-G (Rev. 9-2011)

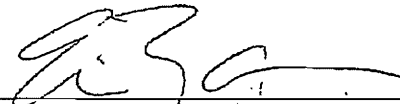
BOOK 72 PAGE 471

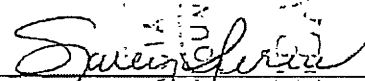
WITNESS our hands this 27th day of January, 2012.

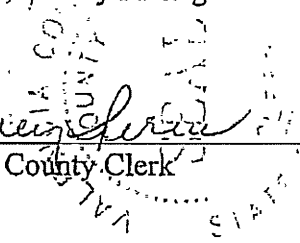
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

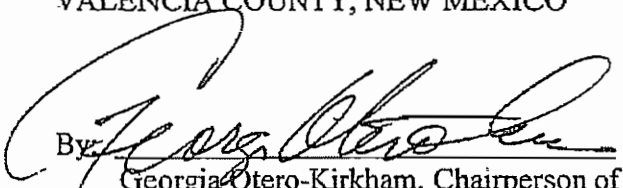
By: 
Sally Perea, County Clerk

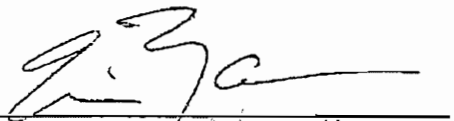


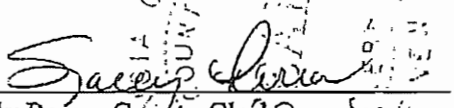
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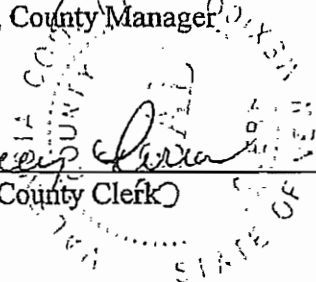
VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk



STATE OF NEW MEXICO
VALENCIA COUNTY

)
) ss.

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

Present:

Georgia Otero-Kirkham
Lawrence Romero
Mary Andersen
Ron Gentry
Donald Holliday

Absent:

Also Present:

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

VALENCIA COUNTY, NEW MEXICO
RESOLUTION NO. 2011-52

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$248,574 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE LOS CHAVEZ FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

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

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

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental

(EXHIBIT H)

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

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

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

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

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

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

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

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

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

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

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-17, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

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

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

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

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

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

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

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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

“Governmental Unit” means Valencia County, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the

Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

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

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

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

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

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

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

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

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

"Project" means the project described in the Term Sheet.

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

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$248,574, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the Project and to pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$248,574, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2012, at the rates designated in Exhibit "B" to the Loan Agreement.

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

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

the Loan Agreement, in its sole and absolute discretion.

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

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

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

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

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

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

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

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

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

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal,

interest, if any, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

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

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

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

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

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

Section 14. Severability Clause. If any section, paragraph, clause or provision of this

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

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

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

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

(Form of Summary of Resolution for Publication)

Valencia County, New Mexico
Notice of Adoption of Resolution

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

VALENCIA COUNTY, NEW MEXICO
RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$248,574 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE LOS CHAVEZ FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS

ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

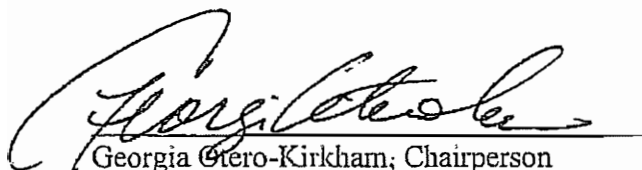
(End of Form of Summary for Publication)

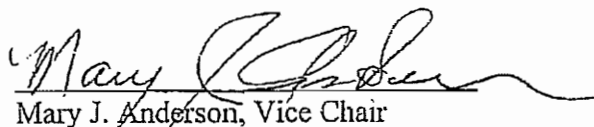
BOOK 72

PAGE 485

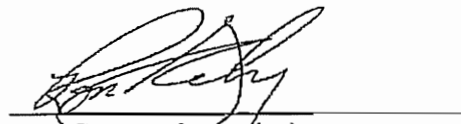
PASSED, APPROVED AND ADOPTED this 21st day of December, 2011.


VALENCIA COUNTY, NEW MEXICO


Georgia Gero-Kirkham, Chairperson
District II


Mary J. Anderson, Vice Chair
District I

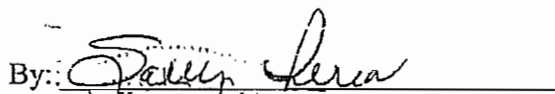
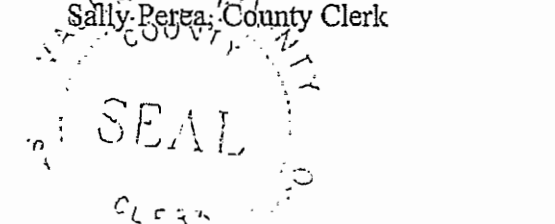
Lawrence R. Romero, Commissioner
District III


Ron Gentry, Commissioner
District IV


Donald E. Holliday, Commissioner
District V

[SEAL]

ATTEST:

By: 
Sally Perea, County Clerk


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PASSED, APPROVED AND ADOPTED this 21st day of December, 2011.

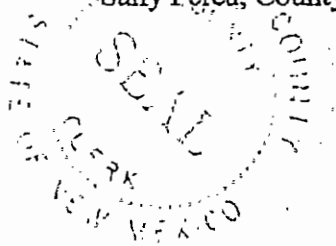
VALENCIA COUNTY, NEW MEXICO

By: Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

[SEAL]

ATTEST:

By: Sally Perea
Sally Perea, County Clerk



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

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

Those Voting Aye: Georgia Otero-Kirkham
Lawrence Romero
Mary Andersen
Ron Gentry
Donald Holliday

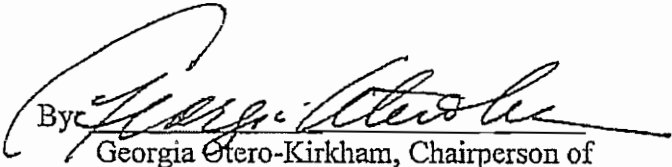
Those Voting Nay: _____

Those Absent: _____

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

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

VALENCIA COUNTY, NEW MEXICO

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

[SEAL]

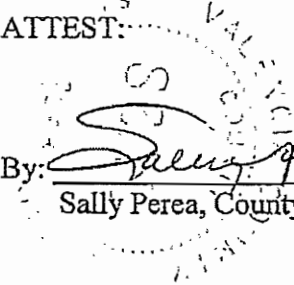
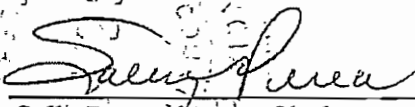
ATTEST:

By: 
Sally Perea, County Clerk

EXHIBIT "A"

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

(See attached)

BOOK 72 PAGE 491

STATE OF NEW MEXICO
VALENCIA COUNTY

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of December, 2011.

VALENCIA COUNTY, NEW MEXICO

By: _____

Sally Perea, County Clerk

[SEAL]

EXHIBIT "A"

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

(See attached)

BOOK 72 PAGE 493

A-1

STATE OF NEW MEXICO
VALENCIA COUNTY

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

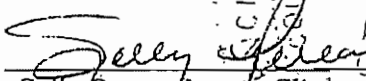
1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Valencia County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 444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

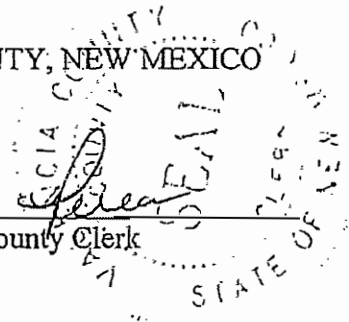
2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 2011.

VALENCIA COUNTY, NEW MEXICO

By: 
Sally Perea, County Clerk



[SEAL]

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

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

Those Voting Aye: Georgia Otero-Kirkham
Lawrence R. Romero
Mary J. Andersen
Ron Gentry
Donald E. Holliday

Those Voting Nay: _____


Those Absent: _____

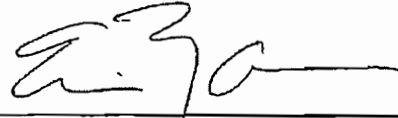
_____ () members of the Governing Body having voted in favor of said motion, the Chairperson of the Board of County Commissioners declared said motion carried and said Resolution adopted, whereupon the Chairperson and the County Clerk signed the Resolution upon the records of the minutes of the Governing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

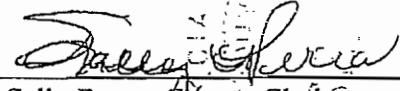
WITNESS our hands this 27th day of January, 2012.

VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

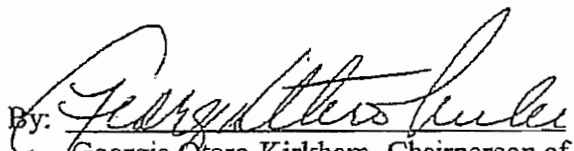
BOOK 72

PAGE 496


WITNESS our hands this 27th day of January, 2012.

VALENCIA COUNTY, NEW MEXICO

[SEAL]

By: 
Georgia Otero-Kirkham, Chairperson of
the Board of County Commissioners

By: 
Eric Zamora, County Manager

By: 
Sally Perea, County Clerk

BOOK 72

PAGE 497

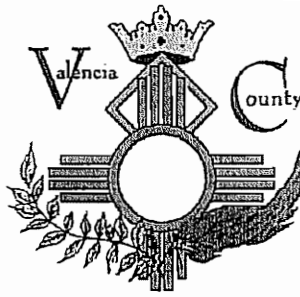
It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, on the date of this Certificate, the Finance Authority has received from the Valencia County the Loan Agreement and the Intercept Agreement and has deposited \$6,214 to the Expense Fund (as defined in the Indenture).

NEW MEXICO FINANCE AUTHORITY

By: _____
Richard E. May, Chief Executive Officer

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RESOLUTION No 2011-53

ACCEPTANCE OF 2011/2012 WILDFIRE RISK REDUCTION GRANT

WHEREAS, the National Fire Plan through the Bureau of Land Management in cooperation with the New Mexico Association of Counties has provided funds for wildfire reduction; and,

WHEREAS, Valencia County has read, and understands the terms and conditions of the Wildfire Risk Reduction Program; and,

WHEREAS, Valencia County will abide by the Grant award terms and conditions of this Grant Award; and,

WHEREAS, Valencia County will perform the work described in the application package and will not exceed a maximum of 12 months; and,

WHEREAS, Valencia County agrees to submit only cost incurred during the periods of performance; and,

WHEREAS, Valencia County agrees to contribute a minimum of 10% in-kind match; and,

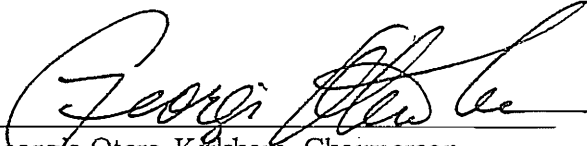
WHEREAS, Valencia County further agrees to recognize, acknowledge, and indicate the support of the New Mexico Association of Counties and the National Fire Plan funding through the Bureau of Land Management pertaining to all media communications; and,

NOW THEREFOR, BE IT RESOLVED, by the Governing Board of Valencia County Board of Commissioners does hereby agree to terms and conditions set forth in this document.

(EXHIBIT I)

APPROVED, ADOPTED and PASSED, this 21ST of December, 2011

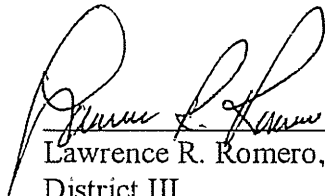
VALENCIA COUNTY, NEW MEXICO



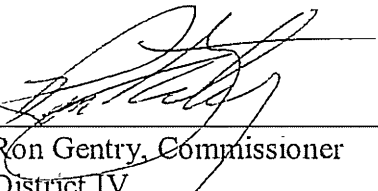
Georgia Otero-Kirkham, Chairperson
District II



Mary J. Anderson, Vice Chair
District I



Lawrence R. Romero, Commissioner
District III



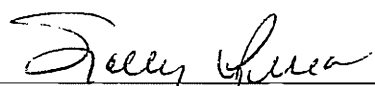
Ron Gentry, Commissioner
District IV



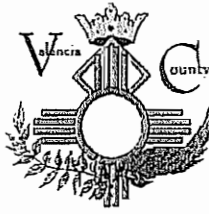
Donald E. Holliday, Commissioner
District V

[SEAL]

ATTEST:

By: 

Sally Perea, County Clerk



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 2011-54

AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE COUNTY MANAGER TO ACT AS VALENCIA COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO VALENCIA COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within Valencia County for neighborhood improvement projects in several low and moderate income neighborhoods, and Valencia County desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for a community development project; and

WHEREAS, the County has held a public hearing for public input and comment during the 2012 application process; and

WHEREAS, the Commission determines that the community development project meets the requirements of the Community Development Block Grant Program.

NOW THEREFORE IT BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY, NEW MEXICO, that;

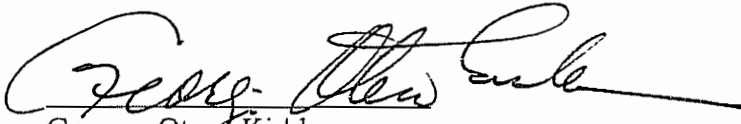
1. Valencia County is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for a community development project.
2. That the County Manager is designated as Valencia County's Chief Executive Officer and Authorized Representative to act in all matters in connection with the application and the County's participation in the New Mexico Community Development Block Grant Program.
3. County officials and staff are directed to do any and all acts necessary to carry out the intent of the Authorization.
4. That the application be for up to \$500,000 of grant funds to carry out a Community Development Project

(EXHIBIT J)

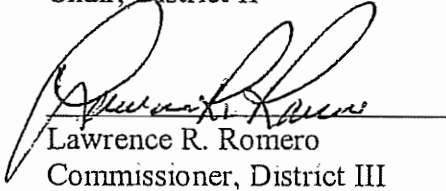
BOOK 72 PAGE 501

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

BOARD OF COUNTY COMMISSIONERS



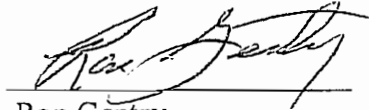
Georgia Otero-Kirkham
Chair, District II



Lawrence R. Romero
Commissioner, District III



Mary J. Andersen
Vice Chair, District I

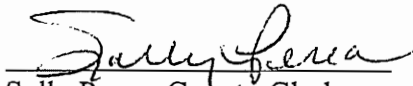


Ron Gentry
Commissioner, District IV



Donald E. Holliday
Commissioner, District V

Attest:



Sally Perea, County Clerk

**TRANSITION PERIOD
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
VALENCIA COUNTY AND
TRIADIC ENTERPRISES, INC.**

THIS TRANSITION PERIOD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is made and entered into this 30th day of DECEMBER, 2011, by and between Valencia County, New Mexico, a statutorily created county (hereinafter referred to as the "County"), and Triadic Enterprises, Inc., a New Mexico corporation (hereinafter referred to as "Triadic"), with its principal place of business at 121 West Hemlock, Deming, NM 88030.

RECITALS:

WHEREAS, the County and Triadic have entered into professional services agreements which agreements provided for software licensing and programming services to be provided to the County by Triadic, an example of which, dated April 20, 2004 is attached hereto as **EXHIBIT A**, (the "Professional Services Agreement");

WHEREAS, the County and Triadic have entered into professional services agreements which agreements provided for certain computer equipment, computer maintenance, and computer system software to be provided to the County by Triadic, an example of which, dated July 11, 2000 is attached hereto as **EXHIBIT B**;

WHEREAS, all professional service agreements are expired by their terms, but Triadic and the County have been operating under substantially the same terms and conditions from that date to the date of this Agreement on a month-to-month basis;

WHEREAS, all professional service agreement were set for multi-year discounts and have not been adjusted for inflation, shorter contract terms and conditions, or month-to-month pricing;

WHEREAS, the County has determined to utilize the services of another vendor for the professional services provided by Triadic and the County has terminated the Professional Services Agreement;

WHEREAS, the County's new vendor is not able to begin providing services to the County in a timely fashion and the County desires to enter into a contract with Triadic to provide services during the period of time between the termination of the Professional Services Agreement and the time the County's new vendor can begin to provide services, such time to be determined by the County at the outset of this Agreement (the "Transition Period");

WHEREAS, the County has previously determined that Triadic is the only source available to provide licensing and programming services as particularly described in the Professional Service Agreement in light of current conditions;

WHEREAS, the parties desire formalize the arrangement whereby Triadic will provide professional services to the County during the Transition Period.

(EXHIBIT K)

Transition Period Professional Services Agreement
Triadic Enterprises, Inc.
County of Valencia, New Mexico

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PAGE 503

1

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. Transition Services. The parties agree that Triadic will provide the Transition Services enumerated in the Professional Services Agreement attached as: (Select Choice by checking box and initialing desired services)

- ☒ Initial *ES* Professional Services-Software **EXHIBIT A**
- ☐ Initial *ES* Professional Services-Computer **EXHIBIT B**
- ☐ Initial Professional Services-Software and Computer **EXHIBIT A** and **EXHIBIT B**

for the Transition Period, and the description of such services is incorporated herein by reference. The parties agree that only the description of services from the attached agreement shall be incorporated, and that this Agreement shall govern all other terms. In the event there is a conflict between the description of services in the attached Professional Services Agreement and this Agreement, this Agreement shall control. The County must make an election at the execution of this Agreement as to the services provided during the Transition Period. It is a material part of this Agreement that the Transition Services be fixed at the execution of the Agreement.

2. Transition Period. The County hereby elects a Transition Period by checking box and initialing desired term of:

- ☐ Initial Six (6) months commencing January 1, 2012 expiring June 30, 2012
- ☒ Initial *7* One (1) year commencing January 1, 2012 expiring December 31, 2012
- ☐ Initial Two (2) years commencing January 1, 2012 expiring December 31, 2013
- ☐ Initial Three (3) years commencing January 1, 2012 expiring December 31, 2014
- ☐ Initial Four (4) years commencing January 1, 2012 expiring December 31, 2015

The County must make an election at the execution of this Agreement as to the Transition Period. It is a material part of this Agreement that the term be fixed at the execution of the Agreement.

3. Payment. The County will pay Triadic according to the following payment schedule. All payments are billed monthly, are billed in advance, are due on or before the 25th of each month, and shall commence with the period of coverage starting on January 1, 2012 through the expiring date selected in Section 2.

MONTHLY FEES BASED ON SERVICES DESIRED AND TERM	4 YEAR Contract	3 YEAR Contract	2 YEAR Contract	1 YEAR Contract	6 Month Contract
Professional Services-Software	\$2,964.00	\$3,556.80	\$4,446.00	\$5,779.80	\$7,802.73
Professional Services-Computer	\$4,381.82	\$4,492.28	\$4,657.97	\$4,878.89	\$5,210.27
Professional Services-Software & Computer	\$7,345.82	\$8,049.08	\$9,103.97	\$10,658.69	\$13,013.00

3.1 Late Fee. A late fee of 1.5% of the payment due shall be charged on any and all payments that are not paid by the date due.

3.2 Extraordinary Charges. The County will pay Triadic for any extraordinary services, products or equipment beyond the scope of this Agreement, provided, however, no such extraordinary services except those listed in item (3) below, shall be provided unless requested in writing by County. Such services include, but are not limited to: (1) special meetings on the County's behalf; (2) repair and maintenance of, or remediation of problems, with non-Triadic equipment and software; and (3) replacing or redoing cabling, configurations, and PC functions which are altered or damaged by non-Triadic personnel and which interfere with Triadic's ability to provide the contracted services and which must be remedied, repaired, or altered by Triadic in order to provide the contracted services. Triadic, in its sole discretion, will determine if any of the matters listed in item (3) above need to be provided, and shall provide an invoice to the County accordingly. All other, extraordinary services will be authorized by the County before being provided. Prices for extraordinary services are as follows:

Programming Fees	\$150.00/hour
Network Support	\$100.00/hour
Computer Time	\$100.00/hour
Mileage by automobile	Actual optional standard mileage rate in effect as published by the Internal Revenue Service.
Travel by other means	Actual Cost
Travel time (in addition to mileage above)	\$ 35.00/hour
Per diem	\$135.00/per day
Data entry	\$ 25.00/hour
Special items	Actual Cost

3.3 Taxes. The County shall pay all applicable gross receipts taxes or other applicable taxes, in addition to any amounts listed above in this Section 3 and in Section 5.

4. Termination. This Agreement may be terminated as follows:

4.1 Expiration of Transition Period. This Agreement will automatically terminate at the expiration of the Transition Period elected by the County at the execution of this Agreement.

4.2 Termination for Cause; Opportunity to Cure. If either party fails to meet its obligations under this Agreement it shall constitute a default. The non-defaulting party shall give the defaulting party notice of its default in writing. If such violation is not corrected to the reasonable satisfaction of the non-defaulting party within sixty (60) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within sixty (60) days and thereafter diligently pursued to completion), the non-defaulting party may, without further notice, terminate the Agreement, and seek its remedies as permitted under this Agreement.

5. Data Files. In the event Triadic, including its employees, is required to draft any software applications, code or other computer programming, including, but not limited to a full file conversion, data transfers, data migrations, or any other event which utilizes Triadic's services and/or expertise shall be contracted separately and shall not be part of this agreement.

6. County Responsibility. In addition to other obligations contained in this Agreement, the County shall be responsible for the following:

6.1 County-owned Equipment. The County shall be responsible for all County owned equipment, firewalls, networks and associated infrastructure (LANs), and e-mail servers and service and domains. The County shall not hide or modify actual users, workstation names, or Transition Period activity

from Triadic as all this information is vital to tracking and auditing. The County shall use due diligence to insure against computer viruses.

6.2 Calendar. Time may be of the essence in certain operations of the County and in order to insure timely delivery of compiled data to the County, a schedule of any due dates pertaining to said operations and deemed critical by the County shall be delivered to Triadic at the beginning of this Agreement and at the beginning of each calendar year thereafter. The County shall be responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output.

6.3 Submission of Data. In order to insure the timely compilation of data by Triadic for subsequent submission to the County in accordance with any timetables set forth by the County, the County shall be obligated to insure that the basic information for processing shall be submitted to Triadic in a timely manner as specified by Triadic. The County shall be responsible for all processed data in printed form and shall notify Triadic of the personnel authorized for pick up at Triadic's office. Once delivery has been made, Triadic shall have no further responsibility or liability regarding the delivered data.

6.4 County Tasks. County tasks on which Triadic personnel assist shall remain under the supervision and control of the County.

6.5 Miscellaneous. The County shall be exclusively responsible for the supervision, management, and control of its use of the licensed software, including but not limited to: (a) audit controls, operating methods and actual operation of computer hardware; (b) implementing sufficient procedures and checkpoints to satisfy its requirements to security and accuracy of input and output as well as restart and recovery in the event of malfunction; (c) providing adequate work space for Triadic personnel to fulfill its required services; and (d) insuring proper backups are made of all data files in a timely manner and stored in a proper facility off site. The County shall take reasonable security measures for protection of licensed software provided by Triadic while in its possession, including the copying modification protection and security of licenses software.

7. Protection and Security. The following provisions apply to data protection and security.

7.1 Use of Programs. Each program license granted under this Agreement authorizes the County to use the licensed program in machine readable form and usable only on IBM iSeries server, Power-6 server, or Power-7 server and shall be designated by type/serial number and its associated units. However, if the designated IBM Server is inoperative due to malfunction, any license granted under this Agreement for such IBM Server shall be temporarily extended to authorize the County to use the licensed program, in machine readable form, on any other IBM Server of like kind until the designated IBM Server is returned to operation. For purposes of this Agreement "use" is defined as copying any portion of the licensed program's instructions or data from storage units or media into the designated Server-6 for processing. Licenses granted under this Agreement authorize the County to utilize licensed programs, in printed form, in support of the use of such licensed programs in machine readable form.

7.2 Confidential Information. With respect to financial, statistical, and personnel data relating to the County's operation which is confidential, is clearly so designated, and which is submitted to Triadic, Triadic will instruct its personnel to keep such information confidential by using the same reasonable care and discretion that they use with similar data which is designated as confidential. However, Triadic shall not be required to keep confidential any data which is or becomes publicly available, is independently developed by Triadic outside the scope of this Agreement, or is rightfully obtained from third parties. In addition, Triadic shall not be required to keep confidential any ideas,

concepts, know-how, or techniques relating to data processing submitted to it or developed during the course of this Agreement by its personnel or jointly by its and the County's personnel. Triadic will not release or disclose the contents of data classified as not public to any person except at the written direction of the County. Upon termination of this contract, Triadic agrees to return data to the County, as requested by the County.

7.3 Data Ownership. All processed data shall belong to the County and Triadic shall not be responsible for any errors or omissions in any input data supplied by the County. Triadic shall take reasonable security measures for protection of the data while in its possession, but shall not be liable in any manner for an unauthorized disclosure of County data if said disclosure is not a result of negligence on the part of Triadic, its agents or employees. Both parties shall take reasonable care to protect the systems from outside virus and corruption of the data bases and software.

7.4 Intellectual Property. All original written material including programs, tapes, listings, and other and programming related material originated and prepared for the County pursuant to this Agreement shall belong exclusively to Triadic. The idea, concepts or techniques relating to data processing, developed during the course of this Agreement by Triadic personnel or jointly by Triadic and the County's personnel can be used by either party in any way it may deem appropriate. Each invention, discovery, or improvement which includes ideas, concepts, or techniques relating to data processing developed pursuant to this Agreement shall be treated as follows (a) if made by the County's personnel, it shall be the property of the County; (b) if made by Triadic personnel it shall be the property of Triadic; and (c) if made jointly by personnel of Triadic and the County it shall be jointly owned without accounting. The County acknowledges that Triadic has numerous other clients which are municipalities or local governments whose needs may be similar to that of the County. This Agreement shall not preclude Triadic from developing materials which are competitive, irrespective of their similarity, to materials which might be delivered to the County pursuant to this Agreement.

7.5 Permission to Copy. The County shall not copy, in whole or in part, any licensed programs or optional materials which are provided by Triadic in printed form under this Agreement. Any licensed programs which are provided by Triadic in machine readable form may be copied, in whole or in part, in printed or machine readable form, for use by the County with a designated Server-6, for emergency restart purposes, to replace a worn copy, or to understand the contents of such machine readable material as provided below, provided, however, that no more than two (2) printed copies and one (1) machine readable copy will be in existence under any license at any one time without prior written consent from Triadic. The original, and any copies of licensed programs, in whole or in part, which are made hereunder shall be the property of Triadic and shall be returned to Triadic upon termination of this Agreement.

(a) The County shall keep any such copies and the original at a mutually designated County location, except that the County may transport or transmit a copy or the original of any licensed program to another location for backup use when required by IBM Server malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. In no event shall the program be applied or used for purposes not incidental or part of the business of the County.

(b) The County may not make changes to any licensed program and utilize any supporting documentation for their own purposes. Any time, travel, or other resources provided by Triadic to correct any errors created by the County shall be considered extraordinary services.

7.6 Risk of Loss. If any licensed program is lost or damaged while in the possession of the County, Triadic will replace the same at a charge equal to replacement cost. The County acknowledges that

such licensed programs and optional materials are confidential and proprietary information of Triadic and the County shall use its best efforts to protect such confidential and proprietary information of Triadic.

8. **Leased Equipment.** In the event the County elects Option B or Option C and continues to lease equipment referenced in EXHIBIT B from Triadic under this Agreement, the provisions of Section 3 Covenants and Conditions in the Equipment Lease attached hereto as EXHIBIT B shall apply, and such section is incorporated herein by reference.

8.1 **County Acknowledgement.** The County acknowledges that the Equipment is nearing the end of its useful service life and Triadic has recommended that the County invest in updated Equipment to support the latest versions of Triadic software which cannot be run and operated on the Equipment currently leased by the County. The County has elected to continue to lease the Equipment and not to upgrade.

9. **Personnel.** In recognition of the fact that Triadic personnel provided to the County under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Triadic from performing such similar services or restrict Triadic from using the personnel provided to the County under this Agreement. Triadic will make every effort consistent with sound business practices to honor the specific requests of the County with regard to the assignment of its employees; however, Triadic reserves the sole right to determine the assignment of its employees.

10. **Warranty and Limitation of Liability.** Triadic warrants only that programming services provided hereunder will conform and accomplish the functions for which they are designed, and warrants their merchantability and fitness for a particular purpose. The County agrees that Triadic's liability hereunder for legal damages, regardless of the form of action, and including any mediation award or agreement as the case may be shall not exceed the sum of all contract charges paid hereunder. This shall be the County's exclusive remedy. In no event will Triadic be liable for consequential damages even if Triadic has been advised of the possibility of such damages.

11. **Representations of Triadic.** Triadic makes the following representations and warranties:

11.1 **Existence and Good Standing.** Triadic is a corporation duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

11.2 **Authority.** Triadic has the legal power and right to enter into this Agreement; and the signature hereon of Michael Hofacket as President of Triadic Enterprises, Inc. has been authorized by Triadic and its Board of Directors.

12. **Representations of the County.** The County makes the following representations and warranties:

12.1 **Existence and Good Standing.** The County is a duly organized and validly existing county government under the laws of the State of New Mexico; has statutory power to carry on its business as it is now being conducted.

12.2 **Authority.** The County has the legal authority, power and the right to enter into this Agreement; and this Agreement has been authorized by affirmative resolution of the County Commission of Valencia County, New Mexico meeting in regular or special session in accordance with laws of the State of New Mexico.

13. **Mediation.** In the event a dispute, claim or other matter under this Agreement arises, the parties hereto agree to submit such dispute, claim or other matter to mediation. The parties shall jointly agree on a mediator, and if a mediator cannot be mutually agreed upon, each party shall select an independent mediator

who shall together select a mediator to mediate the dispute. Each party shall pay its own costs in pursuit of mediation and shall split the costs of the mediation evenly. In the event such mediation is unsuccessful in resolving the dispute, the parties agree that venue to resolve the dispute is the Sixth District Court located in Deming, New Mexico.

14. Effect of Agreement. It is agreed that Triadic is an independent contractor, acting on its own and is not an employee of the County. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Assignment of Agreement. No assignment of this Agreement can be made by County or Triadic except with the prior approval of either party. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed, or otherwise transferred by the County without prior written consent from Triadic. No right to print or copy, in whole or in part, the licensed programs or optional materials is granted hereby except as hereinafter expressly provided.

16. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of New Mexico.

17. Entire Agreement. This Agreement, together with the attached Exhibits, shall constitute the entire Agreement between the parties and 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.

18. Successors and Assigns. This Agreement and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns respectively, of the parties hereto, provided, however, that no assignment shall vest in the assigns any right, title, or interest whatever, unless such assignment is in compliance with the terms of this Agreement.

19. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

20. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

21. Severability. If any provision included in this Agreement proves to be invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions.

[Signature page follows]

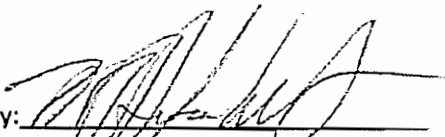
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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

TRIADIC

Triadic Enterprises, Inc.

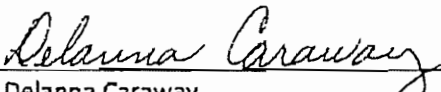
By: 
Michael L. Hofacket
President

COUNTY

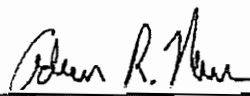
County of Valencia, New Mexico

By: 
Eric Zamora, for the County Commission (Initials)
Authorized, 12-21-2011

ATTEST:


Delanna Caraway,
Executive Assistant

APPROVED AS TO FORM:


County Attorney

1-6-12

BOOK 72

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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 December 6, 2011 covering vendor bills processed on the above date.
Check # 111131 to #111194 inclusive, for the total of \$172,947.38.

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 Guigo for Wilma Abril
Wilma Abril, Director of Finance

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

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT L)

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 December 14, 2011 covering vendor bills processed on the above date.
Check # 111197 to #111288 inclusive, for the total of \$197,443.57.

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 Griep for Wilma Abril
Wilma Abril, Director of Finance

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

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT M)

Sally Perea

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

The attached computer printout lists all checks issued by the Managers Office on
December 16, 2011 covering payroll process on the above date.
Direct Deposit Check 23056 thru direct deposit check# 23247 inclusive.
Deduction Check# 111195 thru deduction check# 111329 inclusive.
Payroll Check # 91458 thru payroll check # 91533 inclusive.
Listing total \$ 376,098.12
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 Griego 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. Anderson
Mary J. Anderson, Vice Chair

Donald E. Holliday
Donald E. Holliday, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner
~~Ron Gentry~~ Lawrence Romero

Ron Gentry
Ron Gentry

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT N)