

April 18, 2012
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

AMENDED
April 16, 2012 8:40 a.m.

Donald Holliday

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: March 29, 2012 Business Meeting; April 4, 2012 Business Meeting; April 4, 2012 Emergency Meeting

DISCUSSION (Non-Action) ITEM(S)

- 5) Reports from Commissions, Boards & Committees

ACTION ITEM(S)

- 6) Sheriff Requests Commission Approval to Accept the NM Department of Transportation 100 Days and Nights of Summer Grant and Consideration of Resolution 2012-___ for related Budget Adjustment: **Sheriff Burkhard**
- 7) Consideration for Approval of Transfer of Liquor License: **Sally Perea**
- 8) Determination of an appeal of a decision made by the Planning and Zoning Administrator to deny a Non-Conforming Use for the storage and sale of fill dirt and gravel products: T5N, R1E, Section 1; NMPM, Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002: **Jacobo Martinez**
- 9) Consideration of Lease Addendum between TNT Investments, LLC and Valencia County-13th Judicial District Attorney Office – **Ruben Chavez**
- 10) Consideration of a Budget Increase Adjustment to the Code Enforcement Department for the purpose of starting an Address Identification System: **Ruben Chavez / Victor Gonzales**
- 11) Consideration of entering into a Spay/Neuter agreement with Pet ER: **Ruben Chavez**
- 12) Consideration of MOU between Village of Los Lunas, Los Lunas School District, and Valencia County to provide financial support for a summer recreation program – **Christina Card**

FINANCIAL MATTERS:

- 13) Consideration of Approval: Payroll / Warrants: **Christina Card**

PUBLIC COMMENT:

BOOK 073 PAGE 125

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:

- ♦ **May 2, 2012 – Business Meeting @ 9:30 A.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

April 18, 2011

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

1) The meeting was called to order by Chairman Holliday at 9:30 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Chairman Holliday. Motion carried unanimously.

4) Approval of Minutes: March 29, 2012 Special Meeting

April 4, 2012 Business Meeting

April 4, 2012 Emergency Meeting

Commissioner Andersen moved for approval of the minutes of March 29, 2012 Special Meeting, April 4, 2012 Business Meeting and April 4, 2012 Emergency Meeting. Seconded by Chairman Holliday. Motion carried unanimously.

DISCUSSION (Non-Action) ITEM(S)

5) Reports from Commissions, Boards & Committees

Commissioner Andersen attended a meeting of the board of the Mid-Region Council of Governments and learned that the U.S. Census Bureau has classified Valencia County as a metropolitan area and is no longer considered by the census bureau as a rural area. The county will now be asked to join the Metropolitan Planning Organization which is a function of the Council of Governments; this will give Valencia County a greater access to transportation funds. The Village of Los Lunas has been a member of the Metropolitan Planning Organization for some time which has enabled them to get the funding for the installation of the new sidewalks and the changes along Hwy 314. The Council of Governments will come before the commission to present and explain the entire program which may be the second meeting in May.

ACTION ITEM(S)

6) Sheriff Requests Commission Approval to Accept the NM Department of Transportation 100 Days and Nights of summer Grand and Consideration of Resolution 2012-17 for Related Budget Adjustment – Sheriff Burkhard.

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-17. (See Exhibit A)

7) Consideration for Approval of Transfer of Liquor License-Sally Perea

Commissioner Gentry moved for approval of transfer of liquor license. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit B)

8) Determination of an appeal of a Decision made by the Planning and Zoning Administrator to Deny a Non-Conforming Use for the storage and Sale of Fill Dirt and Gravel Products: T5N, R1E, Section 1 NMPM, Map 96, a Portion of Tracts 67,68 and Tract 46-C-2, Zoned RR-2 Filled in Book 300 Page 1093 of the Office of the Valencia County Clerk also Known as 1 Eddie Lane, Belen, NM 87002- Jacobo Martinez.

County Planner Jacobo Martinez stated the county commission heard the case on April 11, 2012 in a public hearing. Mr. Chavez's agent, Attorney Norman McDonald, provided testimony of evidence supporting the business being established for more than 10 years citing a letter provided to Mr. Chavez from then County Manager Francisco Apodaca and

an affidavit of Mr. Gleason's stating the business was established about 10 years ago. Mr. McDonald also provided other forms of evidence. Attorney James Sanchez provided evidence that the business had not been established for more than 10 years citing the District Court's findings. Mr. Sanchez also provided other forms of evidence. Community residents gave testimony for and against the business established by Mr. Sanchez.

Commissioner Andersen had spoken with both county attorneys on this item and there are some legal ramifications attached to this decision no matter what the commission decides on. Commissioner Andersen moved to go into Executive Session to discuss this item before the commission takes action on it. Seconded by Commissioner Romero. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

News Bulletin reporter Julia Dendinger questioned if this was the proper procedure.

Attorney Adrian Nance said in this situation while the commission is sitting as a Quasi Judicial Body, acting as a judge and jury, just like a jury, the commission has a right to go in and discuss it and deliberate. It is proper in this situation.

Commissioner Otero-Kirkham moved to go back into regular session. Seconded by Commissioner Andersen. Commissioner Romero voted yes, Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

County Attorney Adren Nance stated that the items discussed in Executive Session were limited to what was included in the motion for closure which was item (8) on the agenda, Determination of an appeal of a decision made by the Planning and Zoning Administrator, this was discussed under 1051H3 deliberations by a public body in conjunction with administrative juditory proceeding and no final action was taken.

Chairman Holliday moved for approval of the summary as stated by Attorney Adren Nance. Seconded by Commissioner Otero-Kirkham. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Gentry moved to issue the certificate of non-conformance on this property. Seconded by Commissioner Romero. Motion carried 3-2. Commissioners Otero-Kirkham and Andersen voted no. (See Exhibit C)

9) Consideration of Lease Addendum between TNT Investments, LLC and Valencia County 13th Judicial District Attorney Office –Ruben Chavez

Commissioner Andersen stated this is a revised addendum for the lease extending it for six months with the provision that it will automatically renew for a second six months unless the county provides a sixty day written notice to TNT Investments of its intent to terminate. Commissioner Anderson moved for approval of the addendum to the lease. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit D)

10) Consideration of a Budget Increase Adjustment to the Code Enforcement Department for the Purpose of Starting an Address Identification System – Ruben Chavez / Victor Gonzales.

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

11) Consideration of Entering into a Spay / Neuter Agreement with Pet ER – Ruben Chavez.

Commissioner Romero moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. Motion carried unanimously. (See Exhibit E)

12) Consideration of MOU between Village of Los Lunas, Los Lunas School District and Valencia County to Provide Financial Support for a Summer Recreation Program – Christina Card.

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

FINANCIAL MATTERS:

13) Consideration of Approval: Payroll / Warrants – Christina Card

Chairman Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibits G & H)

Minutes of April 18, 2012 Regular Business Meeting

PUBLIC COMMENTS:

Those members of the audience making comments at today's Business Meeting were Valencia County residents Bob Gostischa, Sue Moran, Mike Wood and Mary Wood.

NEXT COMMISSION MEETING:

A Budget Workshop will be held on April 25th – 26th, 2012 which will begin at 9:00 A.M.

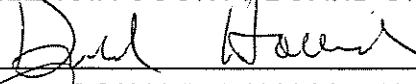
The next Regular Meeting of the Valencia County Board of County Commission will be held on May 2, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

ADJOURNMENT:

Commissioner Andersen moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME: 10:52 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the April 18, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS



DONALD E. HOLLIDAY, CHAIRMAN



GEORGIA OTERO KIRKHAM, VICE-CHAIR



LAWRENCE R. ROMERO, MEMBER

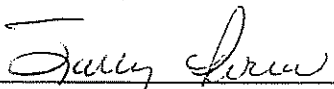


RON GENTRY, MEMBER



MARY J. ANDERSEN, MEMBER

ATTEST:



SALLY PEREA, COUNTY CLERK

May 2, 2012
DATE

PROJECT TITLE: 100 DAYS AND NIGHTS OF SUMMER
PROJECT NUMBER: 12-RF-DS-109
GRANTEE NAME: VALENCIA (COUNTY)

PROJECT AGREEMENT

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

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

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding to New Mexico law enforcement agencies for Selective Traffic Enforcement Program (S.T.E.P.) activities aimed at reducing traffic-related injuries and fatalities. The GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Division Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual (For Federal Funds).

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$3,480.00. The DEPARTMENT has determined the funding source will be State Road Funds. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime which is subject to change by the DEPARTMENT.

2. The GRANTEE shall pay all PROJECT costs that exceed \$3,480.00.

The project budget is itemized as follows:

Personal Services	\$3,480.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$3,480.00

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

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

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

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

B. PROGRAM SERVICES:

This program allows for the cost of traffic safety-related enforcement overtime conducted in high crash locations, identified through use of local data. The Traffic Safety Division will pay time-and-one-half for overtime enforcement in targeted locations from June 21, 2012 through September 30, 2012 at the participating officers' actual overtime rate. Reimbursement to the agency will be based solely on actual overtime rates of the officer conducting the operation.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of speeding-related fatalities from 69 in 2009 to 62 in 2012 (C-6; FARS Data).

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSD's Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual. (For federal funds)
2. Conduct high visibility patrols while enforcing traffic laws such as speeding, passing in school zones, construction zones and failing to stop

for pedestrians and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.

3. The GRANTEE shall pay all PROJECT costs that exceed \$3,480.00.

E. TRAINING:

1. Officers who request or are assigned to conduct S.T.E.P. operations should attend or must have attended a basic S.T.E.P. eight-hour course, or other specialized traffic safety-related training accredited by the New Mexico Department of Public Training Center.
2. Officers conducting speed enforcement shall be radar certified.
3. Officers conducting or participating in DWI enforcement activities shall have and maintain law enforcement certifications in all areas necessary to conduct alcohol-related stops including all protocols set forth by the State of New Mexico Criminal and Traffic Law Manual.

F. EVALUATION:

1. The GRANTEE will submit an activity report with each claim that includes the following information:
 - A. Type of law enforcement activity
 - B. Dates Worked
 - C. Total Hours Worked
 - D. Number of Officers Participating
 - E. Type Citations Issued
2. Reimbursement requests require the designee's original signature and must be submitted monthly throughout the grant period even if there is no activity claimed during the month. The final claim must be submitted by October 31, 2012 or may not be reimbursed.
3. The GRANTEE will submit the final reimbursement claim and final report by October 31, 2012 which shall detail whether or not performance goals were met including a summary assessment of the project activities. The Final Report will include an analysis of the data reported from this Project Agreement; and an analysis of the accomplishments of the project.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

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

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

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

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

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

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

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

SECTION TEN - SEVERABILITY:

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

SECTION ELEVEN - AMENDMENT:

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

SECTION TWELVE - REIMBURSEMENT:

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

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on June 21, 2012 or upon signature of the Departments Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. The Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.

- C. This AGREEMENT shall terminate September 30, 2012. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

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

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

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

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

GRANTEE NAME:
VALENCIA (COUNTY)

BY: Kathryn E. Bender
KATHRYN E. BENDER
DEPUTY SECRETARY OF
PROGRAMS & INFRASTRUCTURE

BY: Donald E. Holliday
DONALD E. HOLLIDAY
TITLE: CHAIRMAN

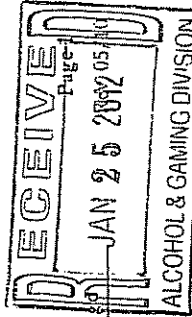
DATE: 3/16/12

DATE: 4-18-2012

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

BY: Cynthia A. Chast
Assistant General Counsel

DATE: 3-11-12



LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable

State Liquor License # 0510
Application Number 484043(B)
Local option (AGD use) _____

Record Owner of Existing License Carol Trujillo and The Estate of Daniel Trujillo
Current D/B/A Name El Rio Cantina
Current Premises Address 2765 State Highway 47, Los Lunas, NM 87031



Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License ☒ Other _____

Transfer Location _____

Issue New License _____ Type of License being applied for _____

Applicant is: Individual _____ Corporation _____ Partnership (General or Limited) _____ Limited Liability Company ☒

Transfer Ownership of Existing License _____

Transfer Location _____

Other _____

NAME OF APPLICANT (company or individual)
Valencia County License Venture, LLC.

ADDRESS (including city, state, zip)
1801 Lomas Blvd. NW, Albuquerque NM 87104

TELEPHONE NUMBER
505-247-0828

cc: New Mexico Liquor Licenses, LLC.

1801 Lomas Blvd. NW, Albuquerque NM 87104

505-980-5841

D/B/A name to be used: Valencia County Liquors

Phone number for licensed premises: 505-980-4640

Physical location where license is to be used: 2765 State Highway 47, Los Lunas, NM 87031 [Valencia County]

Mailing address: 1801 Lomas Blvd. NW, Albuquerque, NM 87104
(include street number/highway number / state road, city and county, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No ☒ If yes, give license number and type _____ in voluntary suspension _____

I, (print name) _____, as (title) _____, being first duly sworn upon oath
deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that
if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time

You must sign and date this form in the presence of a notary public.

Signature of Applicant Mark Glaser Date January 20, 2012

SUBSCRIBED AND SWORN TO before me this 20th day of January, 2012

Notary Public Use Only Mark Glaser

Notary Public Mark Glaser My Commission Expires August 5, 2013

My Commission Expires August 5, 2013

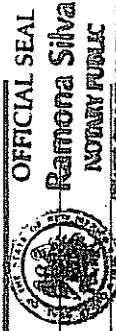
Local Governing Body of: Valencia County (City or County). Hearing held on 4-18-2012

My Commission Expires: 8-5-2013

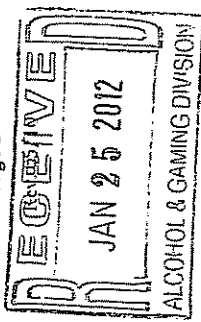
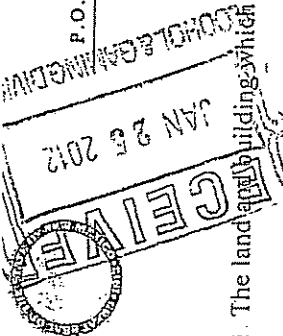
Check one: Approved ☒ Disapproved _____ City/County Official Paul Boun Chairman (Signature & Title)

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____



OFFICIAL SEAL
Ramona Silva
NOTARY PUBLIC
STATE OF NEW MEXICO



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
55-60-6B-10



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant ☐ Leased by Applicant (attach copy of deed or lease) ☒ Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) _____
B. Date and term of lease _____

3. Premises location is zoned (example C-1) C-2
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance)
Miles/feet 2 miles Name of church Immaculate Conception Address/location of church 7 Church Loop, Tome, NM 87060

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance)
Miles/feet 4 miles Name of school La Merced Elementary Address/location of school 301 Alame Loop, Belen, NM 87002

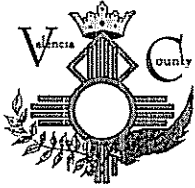
6. Distance from military installation *(Property line of military installation to licensed premises—shortest distance.)
Miles 65 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant _____ Package Grocery ☒ Racetrack _____ Hotel _____ Other (specify) _____



VALENCIA COUNTY
Board of County Commissioners

AGENDA REQUEST FORM

Presenter: Jacobo Martinez

Individual Making Request: Edward Chavez

Presentation at Meeting on: April 18, 2012

Date Submitted: April 12, 2012

Title of Request: Appeal Request

Request:

Consideration of an appeal of a decision made by the Planning and Zoning Administrator to deny a Non-Conforming Use for the storage and sale of fill dirt and gravel products.

Legal Description:

T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002.

Information Background and Rationale

The applicants are in front of the board to appeal a decision made by the Planning and Zoning Administrator to deny a verification of a non-conforming use for the storage and sale of fill dirt and gravel products.

On January 20, 2012, the Planning and Zoning Department received a request for a verification of a non-conforming use for the storage and sale of fill dirt and gravel products.

On February 14, 2012, the Planning and Zoning administrator denied the request for a verification of a non-conforming use. Upon reviewing the materials submitted by the Applicant in support of his application for verification of non-conforming use and the Findings of Fact and Conclusions of Law issued by the District Court in relation to this matter, the Planning and Zoning Department determines that Applicant failed to present sufficient evidence that the proposed use has been in existence on the subject property for at least 10 years prior to the submission of the application for verification of non-conformity.

On February 28, 2012, Mr. Chavez filed an appeal of the Type A administrative decision.

The County Commission heard the case on April 11, 2012 in a public hearing. Mr. Chavez's agent, Attorney Norm McDonald, provided testimony of evidence supporting the business being established for more than 10 years citing a letter provided to Mr. Chavez from then County Manager Francisco Apodaca and an affidavit of Mr. Gleason stating the business was established about 10 years ago. Also, Mr. McDonald provided other forms of evidence. Attorney James Sanchez provided testimony of evidence that the business had not been established for more than 10 years citing the District Court's findings. Also, Mr. Sanchez provided other forms of evidence. Community residents gave testimony for and against the business established by Mr. Sanchez.

(EXHIBIT C)

LEASE ADDENDUM

WHEREAS, a lease agreement was entered into as of the 21st day of March, 2007 by and between TNT Investments LLC, a New Mexico Limited Liability Company, as "LANDLORD" and the Valencia County Commission, District Attorney 13th Judicial District as "TENANT", for office space located at 101 South Main Street, Belen New Mexico 87002; and

WHEREAS, the term of the lease agreement's prior extension was for 12 months, commencing May 1, 2011, and terminating April 30, 2012;

WHEREAS, the TENANT intends to re-lease the office space for another six months consistent with the terms of the 2007 agreement, but as a courtesy hereby gives notice to the LANDLORD that it has plans to construct an administrative building which may obviate the need to extend this agreement from October 31, 2012 to May 1, 2013.

NOW THEREFORE, the parties agree to extend and amend the lease as follows:

1. The term of said lease shall be extended to October 31, 2012, Commencement date is May 1, 2012, and shall automatically renew for an additional six month period until April 30, 2013, unless the County provides sixty (60) days written notice to TNT Investments of its intent to terminate.
2. The rent shall be as follows commencing May 1, 2012:

\$13,363.32 per month.
3. The remainder of this lease agreement is hereby affirmed in all other aspects.

DATED and executed in duplicate originals this ____ day of April 2012.

LANDLORD

TNT INVESTMENTS, LLC
A New Mexico limited liability company

By: Kenneth Trujillo
Its: Member

Signed: 

Date: 4/24/2012



OFFICIAL SEAL
Gloria T. Trujillo
NOTARY PUBLIC-STATE OF NEW MEXICO

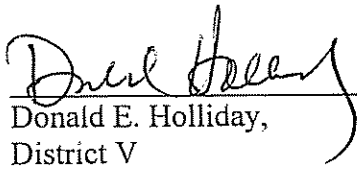


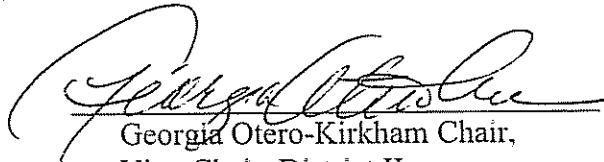
My commission expires: 01-21-16 (EXHIBIT D)

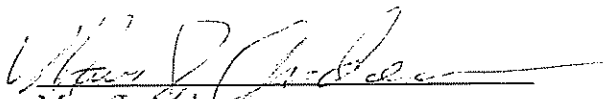
TENANT

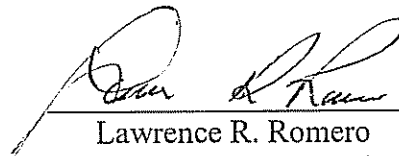
APPROVED, ADOPTED, AND PASSED on this 18th day of April, 2012.

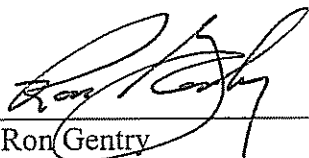
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA


Donald E. Holliday,
District V

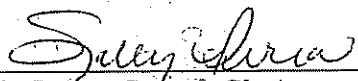

Georgia Otero-Kirkham Chair,
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea, County Clerk

**CONTRACT BETWEEN THE COUNTY OF VALENCIA
AND PET EMERGENCY ROOM, INC. FOR SPAY & NEUTER SERVICES
AT THE VALENCIA COUNTY ANIMAL SHELTER**

THIS AGREEMENT is made and entered into the 18th day of April, 2012 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County" and the Pet Emergency Room, Inc. hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, Valencia County is in need of a veterinary medical facility to perform surgical sterilizations for its Animal Control Division; and

WHEREAS, the Contractor is a New Mexico licensed veterinary medical facility, properly equipped and staffed to perform surgical sterilization in accordance with standard veterinary medicine protocol on animals; and

WHEREAS, Valencia County desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

WHEREAS, this contract is procured as a small professional service pursuant to the Valencia County Procurement Policy Resolution 2005-68 at Section 16.3.1 and thus will not exceed \$30,000.00

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall be available at the following locations: 335 Hwy 314 SW Los Lunas NM 87031.

At that location the Contractor shall provide the initial health examination and, and upon determining the fitness of an animal to undergo sterilization, shall provide age appropriate initial dog or cat vaccinations The Contractor acknowledges it will not have an exclusive right to perform all sterilizations required in relation to the adoption or reclaiming of animals from Valencia County Animal Control.

B. Upon approval of an animal for sterilization, the Contractor shall instruct the adopter to schedule the sterilization, to be done at the Pet-ER location, within one week (five working days) of the health examination.

(EXHIBIT E)

Page 1 of 9

C. The Contractor shall notify the Valencia Count Animal Shelter if an animal is not approved for sterilization, within 24 hours of the health examination.

E. The Contractor shall notify the Valencia County Animal Shelter of any problems, which result in the death of an animal during sterilization. The Contractor is responsible for determining the fitness of an animal to undergo sterilization and, therefore, agrees to forego compensation for any sterilization procedure which is unsuccessful or results in death.

F. The Contractor shall provide vaccination for rabies, in accordance with current state statues for rabies inoculations.

G. The Contractor shall provide repair of minor umbilical hernias and palpable cryptorchid neuters as required for all animals brought to the Contractor for sterilization.

H. The Contractor shall insert microchips if provided by Valencia County Animal Shelter

I. The Contractor shall provide additional care or follow-up exam as required and caused by the surgical procedures at no additional cost to Valencia County or the owner of the animal.

J. **Time of Performance.** Services of the Contractor shall commence no earlier than 5:00 PM daily, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed no later than 8:00 am daily the next morning.

2. Compensation.

A. For the performing the Services specified in Section 1 hereof, the County agrees to collect and pass on the Contractor ~~(\$62.00) sixty-two~~ dollars for cats sterilization services and ~~(\$82) eighty-two~~ dollars for dog sterilizations services, which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services. In the event the amounts provided by citizen fees are insufficient to cover the cost of Services provided hereunder, the County or its contributors agrees to contribute up to One thousand Dollars (\$1,000) out of County funds toward the payment of Contractor's compensation, as needed.

B. **Method of Payment.** Such amount shall be payable at the rate of ~~(\$62.00) sixty-two~~ dollars for cat sterilization services and ~~(\$82) eighty-two dollars~~ for dog sterilization services, which rate includes any applicable gross receipts taxes. Payments shall be made to the Contractor monthly for all animal sterilizations performed during the prior month

upon receipt by County of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of VC and on the condition that the Contractor has accomplished the Services to the satisfaction of VC, payable by the Valencia County Treasurers Office within 30 days. The payment timeframe shall begin upon documented receipt of bill to the designated location.

C. In no event shall the total compensation paid by the County to the Contractor under this Agreement, including applicable gross receipts tax, exceed \$30,000.00.

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

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

F. The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, if any, the time expended in rendering such service and the date such service was rendered. The Independent Contractor shall submit these records along with its billings to the County monthly. The records shall be subject to inspection by the County. The County has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this Agreement does not foreclose the County's right to recover excessive or illegal payments.

3. Term.

This Agreement shall terminate on June 1, 2012 unless terminated pursuant to paragraph 4, infra. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform

prior to the date of termination.

B. Termination Management

Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County and 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement.

5. Status of Contractor.

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

6. Assignment.

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

7. Subcontracting.

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

8. Records and Audit.

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

9. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of Valencia or the State of New Mexico unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality.
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
11. Product of Service -- Copyright.
All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. Amendment.
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
13. Merger.
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
14. Penalties.
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
15. Equal Opportunity Compliance.
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the

life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County.
17. Indemnification.
[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.
18. Appropriations.
The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the County to the Contractor. The County's determination as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Conflict of Interest.
The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.
20. Independent Contractor's Taxes.
Neither Federal nor State taxes shall be withheld or paid by the County on behalf of the Contractor or the Contractor's employees or agents. The Contractor shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to the Contractor by the County for services rendered to the County.
21. Worker's Compensation.
Due to the fact that the Contractor is engaged in his own business enterprise and is not an employee of the County, the County will not obtain worker's compensation

insurance coverage for the Contractor or the Contractor's employees or agents. The Contractor shall obtain workman's compensation insurance for himself and for the Contractor's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

22. Severability.

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

23. Mediation.

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

24. Notice to Proceed.

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

25. Attorney's Fees

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

26. Paragraph Headings.

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

27. Cooperation.

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

28. Force Majeure.

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

29. Duplicate Originals.

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

30. Notices.

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

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

To the Contractor: Pet Emergency Room, Inc. 355 Hwy. 315 SW, Los Lunas, NM 87031

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed above.

MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT is entered into between the Village of Los Lunas, Los Lunas Public School District & Valencia County.

1. Purpose:

The purpose of this agreement is to provide financial support for the Summer Recreation Program, for the benefit of the children and youth of the Los Lunas School District, Village of Los Lunas & Valencia County to be conducted through the use of public parks, swimming pool, playgrounds and other recreational facilities owned or operated and located within the respective jurisdiction of the parties.

11. Parties Agree that:

A. The parties shall contribute the following sums to the program to support the hiring of recreation leaders and aids or other necessary personnel and to pay for attendant program costs:

PARTY:	AMOUNT:
Village of Los Lunas	\$ 9,000.
Los Lunas Public School District	9,000.
Valencia County	3,000.

Dates of payment to the Village of Los Lunas, all of contribution payable On/or before May 30, 2012.

B. The Village of Los Lunas is hereby designated to be the entity to Administer or execute the Memorandum of Understanding. The Village of Los Lunas shall possess the common powers specified or necessarily implied in the Agreement and may exercise such in accordance with State and Federal Law.

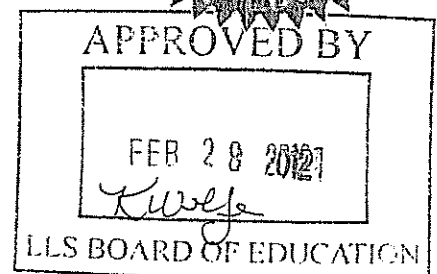
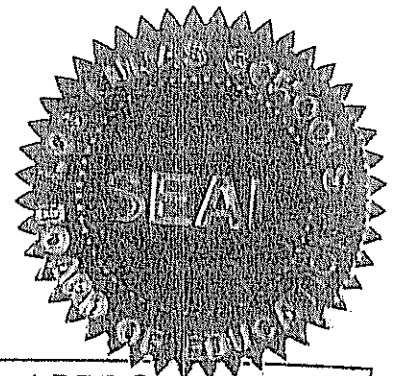
The Administering agent shall be responsible for selection and supervision of all personnel subject to this memorandum.

(EXHIBIT F)

- C. Each party shall keep and maintain the facilities owned or operated by it in a reasonable state of repair and preservation, and shall not suffer or permit any continuing nuisance therein. The respective parties shall pay for all necessary utilities to such facilities used in the program and will promptly pay all utility charges in connection with such use and will hold other parties to this agreement harmless therefrom
- D. The Village of Los Lunas is designated as the fiscal agent hereafter. The fiscal agent shall be strictly accountable for all receipts and disbursements under the Agreement.
- E. This agreement may be terminated by any of the parties, by written notice to the other parties, up to thirty (30) days prior to the intended termination date. By such termination, no party may escape obligations incurred for performance prior to the date of termination.
- F. This agreement incorporates all of 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 agreements or understandings, verbal or otherwise of the parties or their agents shall become valid or enforceable unless embodied in this agreement.
- G. This agreement shall not be altered, changed or amended except by the instrument in writing and executed by the parties hereto.
- H. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1 et. Seq., NMSA 1978, as amended.

BY: Chon President 2/28/12
LE School Board Title Date

BY: Donald Healey Chair 4-18-2012
Valencia County Title Date



**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 April 4, 2012 covering vendor bills processed on the above date.
Check # 112793 to 112112866 inclusive, for the total of \$87,544.88.

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:

Christina Card

Director of Finance

Done this 18th day of April, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Mary J. Andersen

Mary J. Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT G)

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 April 11, 2012 covering vendor bills processed on the above date.
Check # 112904 to 112968 inclusive, for the total of \$101,573.69.

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:

Christina Card

Director of Finance

Done this 18th day of April, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Mary J. Andersen

Mary J. Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT H)