

**May 23, 2012**  
Agenda  
9:30 A.M. Business Meeting  
Los Lunas School Board Room  
119 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

*Donald E Holliday*

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: May 2, 2012 Business Meeting; May 9, 2012 Public Hearing

**PRESENTATION(S)**

- 5) Quilt Presentation – Valencia Valley Quilters Group

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

- 6) Department Update – Rural Addressing Project: Ruben Chavez
- 7) Reports from Commissions, Boards & Committees

**ACTION ITEM(S)**

- 8) Consideration of Ordinance restricting through truck traffic on North Rio del Oro, East of Manzano Expressway to Valencia High School in Valencia County: **Commissioner Don Holliday**
- 9) Quasi Judicial Zone Change RR-2 to RR-1, Consideration to hear a quasi judicial zone change from an RR-2 to an RR-1 to allow a family lot split: **Jacobo Martinez**
- 10) Consideration of 2008 Legislative funding Amendment 1 to extend duration to 2014 for Valencia County and Belen Quiet Zone: **Jacobo Martinez**
- 11) Consideration to Approve the Contract Award to SWCA Environmental Consultants in the amount of \$37,772 plus GRT (\$40,416.06) – Wildland Risk Reduction Grant: **Glenda Chavez / Rob Barr**
- 12) Consideration of 90 Day Contract Extension for Nance, Pato & Stout, Valencia County Legal: **Christina Card / Michael Vinyard**

**FINANCIAL MATTERS:**

- 13) Consideration of Resolution 2012-\_\_\_\_, Approving the Preliminary Budget for Fiscal Year 2013: **Christina Card**
- 14) Consideration of Budget Resolution 2012-\_\_\_\_: Increase Revenue and Expenditures due to grant funds for Older American Program: **Christina Card**
- 15) Consideration of Approval: Payroll / Warrants: **Christina Card**

**PUBLIC COMMENT:**

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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 EEOC Charge Number 543-2012-00434; San Davie Road; c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

- ♦ Motion and roll call vote to go into Executive Session for the stated reasons
- ♦ Board meets in closed session
- ♦ Motion and vote to go back into regular session
- ♦ Summary of items discussed in closed session
- ♦ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

**ACTION ITEMS FROM EXECUTIVE SESSION:**

- a) EEOC Charge Number 543-2012-00434
- b) San Davie Road

**NEXT COMMISSION MEETING:**

- ♦ June 6, 2012 – Business Meeting @ 9:30 A.M.  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

MAY 23, 2012

<b>PRESENT</b>	
Donald E. Holliday, Chairman	
Georgia Otero-Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen Member	
Bruce Swingle, 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 Andersen moved for approval of the agenda. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.
- 4) Approval of Minutes: May 2, 2012 Business Meeting  
May 9, 2012 Public Hearing Meeting  
Commissioner Otero-Kirkham moved for approval of the minutes of May 2, 2012 Business Meeting and May 9, 2012 Public Hearing Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.  
Commissioner Andersen introduced the new Administrator for the Village of Los Lunas Mr. Greg Martin. Also present was the Chief of Police for the Village of Los Lunas, Chief Melnick.

**PRESENTATION(S):**

5) Quilt Presentation – Valencia Valley Quilters Group  
The Valencia Quilters Group presented to the board of the Don Jose Dolores Cultural Center and the residents of the Jarales Community a quilt handmade by the members of the quilters group which represents what is distinctive in their community. They thanked the Board of the Cultural Center and the Commission for allowing them to use the building and for the privilege of welcoming all quilters. The members of the group also thanked Mr. Jose Campos for sponsoring their quilting group under the Older American Program. The quilt will be on display in the Cultural Center.

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

6) Department Update-Rural Addressing Project – Ruben Chavez  
Mr. Ruben Chavez stated that as of the last meeting the rural addressing committee met again and has come up with an action plan. The County's Rural Addresser Victor Gonzales has spent a lot of time on this and updated the commission.  
Mr. Gonzales said it was discussed at a previous commission meeting about making address plates available to residents in Valencia County. It has been a great drawback especially to the county's emergency services when looking for a residence in the event of emergency and numbers are not clearly posted on a residence. To begin with they would like to initiate a pilot study and a program. They will begin with a smaller community consisting of about 50-100 homes. This will give them an idea of the type of response, work load and how much help they might need to make this program work. If this program is approved it will be self-sustaining, so when these plates are purchased that money will be put back into the budget line item that funds this program so that more plates can be generated. Overall the number of plates they plan to provide is between 5,000- 8,000 plates.

7) Reports from Commissions, Boards & Committees  
Commissioner Otero-Kirkham stated that Commissioner Andersen and Mr. Swingle and she had attended the Western State National Association of Counties in Santa Fe. It was a great event, with presentations on Agriculture, rural affairs, healthcare, the economy and many more topics. They met great people and were able to exchange ideas and talk

about different issues. The individuals attending from other western states loved Santa Fe and the New Mexico culture.

Chairman Holliday thanked the Los Lunas School District for allowing the commission to use their board chambers for today's Business Meeting.

Commissioner Andersen suggests scheduling another trip to the facility that would fit in with all the commissioners' schedules. It's a very impressive transfer station which works very efficiently and was built with a minimum amount of money. This would be a worthwhile trip for the members of this commission and the county manager to see. Commissioners Holliday and Gentry stated they have both seen the transfer station facility. Commissioner Gentry agrees that it's an excellent program, it's a cost savings program, is run very efficiently and he would support whatever effort in moving in that direction. He would support having county staff start looking at a proposal that would work for Valencia County.

**ACTION ITEM(S)**

**8) Consideration of Ordinance Restricting Through Truck Traffic on North Rio Del Oro, East of Manzano Expressway to Valencia High School in Valencia County – Commissioner Don Holliday**

Commissioner Otero-Kirkham and Chairman Holliday met with Mr. Baca and their attorney and have allowed them an additional month, on this issue, for them to put a plan together. They also met with the schools and let them know that they would be waiting for a response from Valley Improvement Association. Commissioner Otero-Kirkham motioned to table this item for a month and reschedule it for the first part of July. Seconded by Chairman Holliday. Motion carried unanimously.

**9) Quasi Judicial Zone Change RR-2 to RR-1, Consideration to Hear a Quasi Judicial Zone Change from an RR-2 to an RR-1 to Allow a Family Lot Split – Jacobo Martinez**

Chairman Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT A)

**10) Consideration of 2008 Legislative Funding Amendment 1 to Extend Duration to 2014 for Valencia County and Belen Quiet Zone – Jacobo Martinez**

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

**11) Consideration to Approve the Contract Award to SWCA Environmental Consultants in the amount of \$37,772.00 plus GRT (\$40,416.06) – Wild land Risk Reduction Grant – Glenda Chavez / Rob Barr**

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (SEE EXHIBIT C)

**12) Consideration of 90 Day Contract Extension for Nance, Pato & Stout, Valencia County Legal – Christina Card / Michael Vinyard**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT D)

**FINANCIAL MATTERS:**

**13) Consideration of Resolution 2012-19, Approving the Preliminary Budget for Fiscal Year 2013 – Christina Card**

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

County Clerk Sally Perea announced Resolution 2012-19. (SEE EXHIBIT E)

**14) Consideration of Budget Resolution 2012-20, Increase Revenue and Expenditures Due to Grant Funds for Older American Program- Christina Card**

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

County Clerk Sally Perea announced Resolution 2012-20. (SEE EXHIBIT F)

**15) Consideration of Approval – Payroll / Warrants – Christina Card**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBITS G – K).

**PUBLIC COMMENTS:**

Minutes of May 23, 2012 Regular Business Meeting

**PUBLIC COMMENTS:**

Those members of the audience making comments at today's Business Meeting were Valencia County resident Thomas Mraz, Roxanne Wagner of Wagner Farms and Frank Vigil.

**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 EEOC Charge Number 543-2012-00434, San Davie Road c.) Real Property d) Other Specific Limited Topics that are allowed or Authorized under the Stated Statute.

Commissioner Otero-Kirkham motioned to go into Executive Session. Seconded by Commissioner Gentry. Roll call vote. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Otero-Kirkham moved to go back into Regular Session. Seconded by Chairman Holliday. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to EEOC Charge Number 543-2012-00434 and San Davie Road and no final action was taken.

Commissioner Otero-Kirkham moved to approve the summary as stated by counsel. Seconded by Commissioner Andersen. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Motion carried 5-0.

**ACTION ITEMS FROM SESSION DISCUSSION:**

a) EEOC Charge Number 543-2012-00434

No action taken.

b) San Davie Road

No action taken.

**NEXT COMMISSION Meeting:**

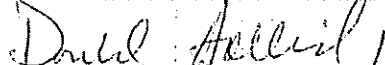
The next Business Meeting of the Valencia County Board of County Commission will be held on June 6, 2012 9:30 A.M. in the County Commission Room at the Valencia County Courthouse at 444 Luna Ave., Los Lunas, New Mexico.

**11) Adjournment**

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 11:02 A.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the May 23, 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**



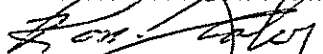
**DONALD E. HOLLIDAY, CHAIRMAN**



**GEORGIA OTERO-KIRKHAM, VICE-CHAIR**



**LAWRENCE R. ROMERO, MEMBER**

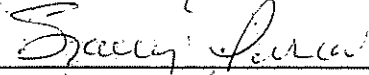


**RON GENTRY, MEMBER**



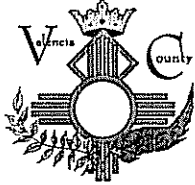
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**



**SALLY PEREA, COUNTY CLERK**

6-6-2012  
**DATE**



**VALENCIA COUNTY**  
**Board of County Commissioners**

**AGENDA REQUEST FORM**

**Presenter:** Jacobo Martinez

**Individual Making Request:** Arley and Leroy Sanchez

**Presentation at Meeting on:** May 23, 2012

**Date Submitted:** May 14, 2012

**Title of Request:** Quasi Judicial Zone Change RR-2 to RR-1

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**Request:**

Consideration of a quasi judicial zone change from an RR-2 to an RR-1 zone to allow a family lot split.

**Legal Description:**

T6N, R2E, Section 28, Map 89; Tract 82-B-1; Zoned RR-2; Filed in Book 294, Page 2743, of the office of the Valencia County Clerk; Also known as 2779 Highway 47 Los Lunas, NM.

**Information Background and Rationale**

Packets were handed out for department reviews on March 1, 2012. Code enforcement had issue with junk and debris and dilapidated homes. Fire Department had no issues.

This request is to provide a zone change from a Rural Residential-2 (RR-2) to a Rural Residental-1 (RR-1) zoning district. According to the applicant, a zone change is needed in order to provide 1 acre to each of his children. Specifically, the applicant would like to rezone 82B1 into 82B1A and 82B1B. The subject property is 2.69 acres and the applicant would like to split up his land into two parcels of 1 acre. Assessing the surrounding lands of the subject property, there are a number of properties that are one acre or less making the zone change appropriate with surrounding land uses and density patterns.

The Planning and Zoning Board heard the case on March 20, 2012. The Commission found that currently;

- The applicant has applied for a zone change for tract 82-B-1 comprising of 2.69 acres.
- The subject property is on an RR-2 Zone.
- The RR-2 zone allows for one dwelling unit per parcel.
- There are more than one dwelling units on the subject property.
- The dwelling units have existed on the parcel before 2000 and are subject to a non-conforming use.
- If the zone change is passed, the applicant will bring the use into compliance. One dwelling unit per parcel.

The Planning and Zoning Board voted 5-0 to recommend approval of the zone change from RR-2 to RR-1.

The County Commission heard the application on May 9, 2012 for a scheduled public hearing. There was no opposition to the application.

( EXHIBIT A )

Contract No. D13015/Amendment 1  
Vendor No. 0000054407  
Project No. SP-GA-7561(258)  
Control No. C8G699

FIRST AMENDMENT TO  
CAPITAL COOPERATIVE AGREEMENT  
BETWEEN THE  
NEW MEXICO DEPARTMENT OF TRANSPORTATION  
AND THE  
COUNTY OF VALENCIA  
FOR  
RAILROAD CROSSING PROJECTS IN VALENCIA COUNTY

THIS FIRST AMENDMENT, hereinafter referred to as "First Amendment", is made and entered into this 23<sup>rd</sup> day of March, 2012 by and between the NEW MEXICO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and the COUNTY OF VALENCIA hereinafter referred to as the "COUNTY", and hereinafter referred to collectively as the "PARTIES".

RECITALS

WHEREAS, each Party is a public agency and authorized to enter into this Agreement, and,

WHEREAS, on January 6, 2010, the Parties entered into a Capital Cooperative Agreement, Contract No. D13015, specifying and delineating the rights and duties of the parties for RAILROAD CROSSING PROJECTS IN VALENCIA COUNTY and authorize the use of 2008 General Funds authorized in Subsections 151 and 152 of Section 61 of Chapter 92 of Laws 2008; and,

WHEREAS, Section Sixteen, "Amendment", allows the Parties to alter the Agreement by an instrument in writing executed by both Parties; and,

WHEREAS, the New Mexico Legislature during the 2012 Regular Session extended in Section 190 of House Bill 190 the time that funds authorized in Subsection 152 of Section 61 of Chapter 92 of Laws 2008 may be expended to June 30, 2014; and

WHEREAS, the Parties wish to amend the Capital Cooperative Agreement to extend the term of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS OF IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

( EXHIBIT B )

**SECTION TWO- PROJECT FUNDING, PARAGRAPH 3** is deleted and replaced with the following:

3. Any unexpended funds shall revert to the originating fund within six months of completion of the Project but no later than June 30, 2014.

**SECTION FOURTEEN- TERMINATION, PARAGRAPH 1** is deleted and replaced with the following:

1. This Agreement shall terminate on June 30, 2014. Neither party shall have obligation under this Agreement after said date except as stated in Section Five of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates specified below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Secretary

Approved as to form and legal sufficiency by the NMDOT's Office of General Counsel

By: Cynthia A. Christ Date: 4-17-12  
Assistant General Counsel

**COUNTY OF VALENCIA**

By: D. J. Hill Date: May 23, 2012  
Chairman of County Commission

**ATTEST**


By: Talley Lora Date: May 23, 2012  
County Clerk

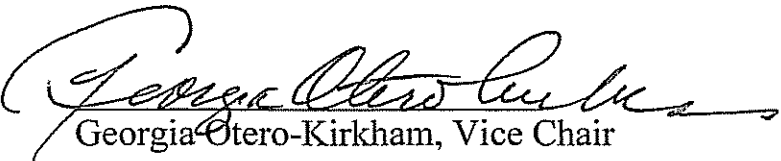
May 23, 2012


Amendment 1 to Contract D13015 Capital Cooperative Agreement

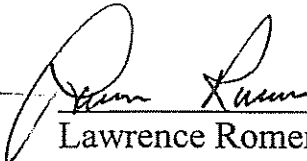
**APPROVED, ADOPTED AND PASSED ON THIS 23<sup>RD</sup> DAY OF MAY 2012.**

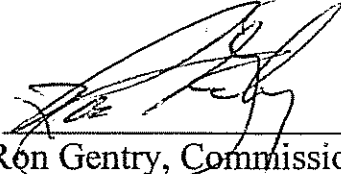
BOARD OF COUNTY COMMISSION

  
Donald E. Holliday, Chair  
District V

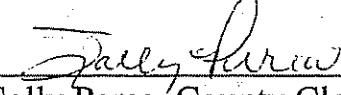
  
Georgia Otero-Kirkham, Vice Chair  
District II

  
Mary J. Andersen, Commissioner  
District I

  
Lawrence Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District VI

ATTEST:

  
Sally Perea, County Clerk

CONTRACT BETWEEN THE COUNTY OF VALENCIA  
AND SWCA ENVIRONMENTAL CONSULTANTS FOR THE PRODUCTION OF A  
COMMUNITY WILDFIRE PROTECTION PLAN

CONTRACT #VCR-FY12-501

THIS AGREEMENT is made and entered into by and between the **Board of County Commissioners of Valencia County**, State of New Mexico, hereinafter referred to as the "County" and SWCA Environmental Consultants, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment "1"** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed, BASED UPON DELIVERABLES AND MILESTONES as detailed in **Attachment "2"** such compensation not to exceed **\$40,416.04** inclusive of gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement not to exceed **\$2,644.04** shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **\$40,416.04**, including GRT. 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 the County when the services provided under this Agreement reach the total compensation amount. In no event will 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.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and

( EXHIBIT C )

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outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty 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, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement shall terminate on April 30, 2013 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, 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. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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

**7. 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.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**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 developed or 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. Conflict of Interest; Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at

any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

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

**14. 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.

**15. Penalties for violation of law.**

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.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor 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 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.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor 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.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial 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

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia 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. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. 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.

**31. 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, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

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

**33. 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.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. VCR-FY12-501 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then

4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. 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:       Bruce Swingle, County Manager  
                               PO Box 1119  
                               Los Lunas, NM 87031

To the Contractor: SWCA Environmental Consultants  
Attn. Joseph J. Fluder III, Regional Manager  
5647 Jefferson Street NE  
Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: Joseph J. Fluder III Date: 05/04/2012  
Contractor

Printed Name: JOSEPH J FLUDER III  
Address: 5647 JEFFERSON ST. NE, ALBUQUERQUE, NM 87109

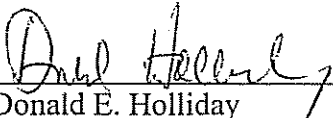
By: Bruce Swingle Date: 05/11/12  
Valencia County Manager


Printed Name: BRUCE SWINGLE  
Address: 444 LUNA AVE., LOS ALAMOS, NM 87531

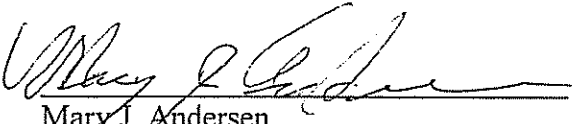
By: Michael Vinyard Date: 5/8/12  
Valencia County Purchasing Agent  
MICHAEL VINYARD

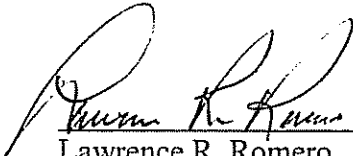
BOARD OF COUNTY COMMISSIONERS

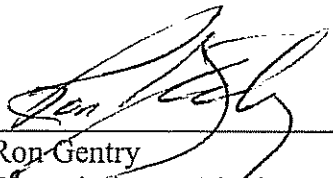
APPROVED, ADOPTED AND PASSED on this 23<sup>rd</sup> day of May, 2012.

  
Donald E. Holliday  
Chair, District V

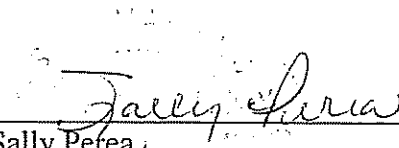
  
Georgia Otero-Kirkham  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

Attest:

  
Sally Perea  
Valencia County Clerk

## Attachment 1

### Scope of Work

The CONTRACTOR shall be required to plan, coordinate, implement and administer the activities that may include, but are not necessarily limited to, the following.

#### SCOPE OF WORK AND DELIVERABLES

The contractor, under the direction of the VES, will facilitate the project. It is essential that all major agencies have input in the planning process to ensure that their needs and capabilities are included in the CWPP. Therefore, the contractor will ensure that the CWPP:

- Is developed collaboratively by local and state government representatives in consultation with federal agencies and interested parties.
- Identifies the specific communities within the County at a moderate to high risk of wildfire and designate them as “Communities at Risk”, as well as identify critical infrastructure at risk from wildfire.
- Identifies and prioritizes areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect the “Communities at Risk” and essential infrastructure(s) throughout the area addressed by the plan, from wildfire.
- Must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the County as a whole, and more specific such measures for the “Communities at Risk”

The contractor, in the development of the CWPP will be tasked with the following steps to ensure a complete and thorough CWPP:

**Step One – Convene Decision-Makers:** The contractor shall assist in the formation of an operating group with representation from local governments, local fire authorities, and the State Forestry Division of the New Mexico Energy, Minerals, and Natural Resources Department. Together, these entities will form the core decision making team responsible for developing the CWPP. These core team members must mutually agree on the CWPP’s final contents. In communities where several local governments and fire departments are within the planning area, each level of government/authority may need to convene ahead of time and identify a single representative to participate, on its behalf, as a core team member.

**Step Two – Involve Federal Agencies:** Once convened, members of the core team and the contractor shall engage local representatives of the Federal agencies in the area encompassed by the CWPP. This will encourage sharing of perspectives, priorities, and other information relevant to the planning process. Due to their experience, knowledge and capabilities these local land

management professionals will be key partners for the core team. In some landscapes, they will also be largely responsible for implementing the priorities established in the resulting CWPP.

Step Three – Engage Interested Parties: The success of the CWPP also hinges on the ability of the core team and the contractor to effectively involve a broad range of local stakeholders, particularly when the landscape includes active and organized neighborhood associations, and other stakeholder groups that display a commitment to fire protection and fuels management. Substantive input from a diversity of interests will ensure that the final document reflects the highest priorities of the communities. It will also help to facilitate timely implementation of recommended projects. In some circumstances, the core team and contractor may wish to invite local community leaders or stakeholder representatives to work with them in final decision-making. As early as possible, core team members and the contractor shall seek active involvement from key stakeholders and constituencies. For example:

- Existing collaborative resource management/use groups.
- City Council/County Commission members
- Resource Advisory Committees
- Homeowners Associations
- New Mexico Game and Fish
- New Mexico Department of Transportation
- New Mexico Department of Homeland Security and Emergency Management
- Water Boards or Districts
- Utility Companies
- Environmental Organizations
- Local Chamber of Commerce

In addition to directly contacting key individuals, organizations, and core team members, the contractor shall use a public notice or public meeting process to acquire additional input as the plan is developed and shall schedule at a minimum, three (3) public meetings to provide reasonable attendance opportunities to residents in all areas of the county.

Step Four – Identify “Communities at Risk”: Using input from the agencies, interested parties, and public meetings mentioned above, the core team and the contractor shall determine specific communities with moderate to high risk of wildfire encroachment, prioritize them according to degree of risk, and designate “Communities at Risk” for more detailed risk assessment and identification of hazard reduction measures.

Step Five – Establish County and “Communities at Risk” Base Maps: Using available technology and local expertise, the core team and the contractor shall develop base maps of the county, communities at risk, and adjacent landscapes of interest. These maps shall provide a visual information baseline from which the communities’ members can assess and make recommendations regarding protection and risk reduction priorities. The maps shall identify:

- Inhabited areas with potential risk to wildland fires
- Areas containing critical human infrastructure – Such as escape routes, municipal water supply structures, high volume gas pipelines, and major power or communications lines that are vulnerable to fire related events
- A preliminary designation of the county and communities’ Wildland Urban Interface (hereinafter WUI) zones

Step Six – Develop Risk Assessment for each “Community at Risk”: The development of a community risk assessment will help the core team, contractor and the communities’ members more effectively prioritize areas for treatment and identify the highest priority uses for available financial and human resources. A meaningful community assessment can be developed by considering the risk factors identified below. Choose an appropriate adjective rating (such as high, medium, and low) that best represents the risk to the community posed by each factor. Display the results on the base map to develop a useful tool for the final decision-making process. State and federal land managers will be a valuable resource in helping communities locate the best available data and in producing quality maps that display and aid in assessment of that data. Engaging key stakeholders in the rating process will be essential to a successful outcome.

Risk Factors:

1. Fuel Hazards: To the extent practicable, evaluate the vegetative fuels on federal and nonfederal land within or near the community. Identify specific areas where the condition of vegetative fuel is such that, if ignited, it would pose a significant threat to the community or essential community infrastructure. Consider how local topography (such as slope, aspect and elevation) may affect potential fire behavior. Identify areas where fuels treatment would reduce wildfire risks to communities and/or their essential infrastructure. State and federal resource planning documents can be a valuable source of information on local rangeland conditions. Rate each area of identified hazardous fuels and show each on the base map as a high, medium or low threat to the communities.
2. Risk of Wildfire Occurrence: Using historical data and local knowledge, determine the common causes and relative frequency of wildfires in the vicinity of the community. Consider the complete range of factors, including critical weather patterns, which may contribute to the probability of fire ignitions and/or extreme fire behavior. Use relative ratings such as high, medium and low to show areas of concern for fire startups on the base map.
3. Homes, Businesses, and Essential Infrastructure at Risk: Assess the vulnerability of structures within the community to ignition from firebrands, radiation and convection. Document areas of concern. Identify specific human improvements within or adjacent to the community, such as homes, businesses, and essential infrastructure (e.g., escape routes, municipal water supply structures, gas lines, and major power and communication lines) that would be adversely impacted by wildfire. Categorize all identified areas needing protection using ratings of high, medium or low and indicate them on the base map.

4. **Other Community Values at Risk:** At the community's option, the risk assessment may also consider other areas of community importance, such as critical wildlife habitat, significant recreation and scenic areas and landscapes of historical, economic, or cultural value that would benefit from treatment to reduce wildfire risks. Additional recommendations from local stakeholders shall be incorporated as appropriate. Categorize all identified areas that warrant protection using the ratings of high, medium, or low, and show them on the base map.

5. **Local Preparedness and Firefighting Capability:** Assess the level of the community's emergency preparedness, including evacuation planning, safety zones, and fire assistance agreements, as well as the response capability of community and cooperating fire protection forces. Consider the insurance industry ISO rating, if available and applicable. Use the knowledge and experience of local officials to identify areas in need of improvement. Incorporate local preparedness information into the base map as appropriate.

**Step Seven – Establish Community Hazard Reduction Priorities and Recommendations to Reduce Structural Ignitability:** Once each community assessment and base map are completed, the core team and contractor shall convene all interested parties to discuss the results and their implications for local protection and hazard mitigation needs. A key objective of these discussions is to develop the community's prioritized recommendations for fuel treatment projects on federal and nonfederal lands in the WUI, along with the preferred treatment methods for those projects. The contractor shall also develop recommendations regarding actions that individuals and the community can take to reduce the ignitability of homes and other structures in the community's WUI zone. While local interests are gathered, the core team shall encourage communities to take this opportunity to identify and develop strategies to improve their emergency preparedness and fire response capability, some of which may be included in the Action Plan identified in Step Eight. The discussion and identification of community priorities shall be as open and collaborative as possible. Diverse community involvement at this stage is critical to the ultimate success of the CWPP. Recommendations included in the final CWPP shall clearly indicate whether priority projects directly relate to protection of the community and its essential infrastructure or are geared toward reducing risks to other community values. Under the provisions of the HFRA, only projects that directly protect communities and essential infrastructure are eligible for the minimum 50 percent WUI funding specified in the legislation.

**Step Eight - Develop an Action Plan and Assessment Strategy:** Before finalizing the CWPP, core team members, contractor and key community partners shall develop an action plan for the county and each "Community at Risk" that identifies roles and responsibilities, funding needs and timetables for carrying out the highest priority projects. The contractor shall include an assessment strategy in the final CWPP to ensure that the document maintains its relevance and effectiveness over the long term.

**Step Nine – Finalize the Community Wildfire Protection Plan** The final step in developing a CWPP is for the core team and contractor to reconvene and mutually agree on the fuels treatment priorities, preferred methods for fuels treatment projects, location of the wildland-urban interface, structural ignitability recommendations, and other information and actions to be contained in the final document. The core team and contractor shall identify a strategy for

communicating the results of the planning process to community members and key land management partners in a timely manner.

The contractor will also be responsible for:

- Ensuring the CWPP seamlessly integrates into the Valencia County All Hazards Emergency Operations Plan (AHEOP)
- Ensuring the CWPP incorporates evacuation planning and identifies evacuation routes for WUI areas
- Submitting to the VES a monthly activity report as well as a quarterly progress report. The said reports shall contain a description of the work accomplished to date, the methods and procedures used, a statement of the impact of the project, and other such information that may be of assistance to the VES. If performance is not started within thirty (30) days of the original starting date of the award, the vendor shall respond, by letter, to the VES the steps taken to initiate the performance, the reason for delay, and the expected starting date.
- Submitting to the VES ten (10) full color copies of the Final CWPP. The Final CWPP must be submitted to the VES by January 1, 2013. The Final CWPP should be essentially complete, but not yet adopted. The CWPP shall include all of the information called for in the Scope of Work and Deliverables section above for the entire term of the agreement. The CWPP should follow the following format:
  - o Microsoft Word document format, 2007 or later, and include table of contents; Glossary of terms; Index; Maps printed and on jump drive media
  - o One tabbed PDF format document on CD or jump drive media
  - o Paper size printable at 8 ½" x 11" (except for maps, when appropriate)
  - o Final CWPP must be placed in appropriate 3-ring binders (standard 3-hole format)
- Ensuring the CWPP is consistent with the State of New Mexico Energy, Minerals, and Natural Resources Department, Division of State Forestry Fire

Planning Task Force guidelines and recommendations; New Mexico Department of Homeland Security and Emergency Management recommendations, and where appropriate, be consistent with the National Incident Management System (NIMS); and any other Federal, State, or local regulations and planning guidelines.

- Providing all developed maps in both PDF format and ESRI Geodatabase or Shapefile format, to include a CD/DVD or portable Hard Disk Drive of all map data files.
- Printing a total of five (5) full color sets of all final approved maps, no smaller than 24" x 36" in size.

## Copyright Issues

The Final CWPP shall become sole property of the VES upon completion. The contractor shall have no copyrights to the developed CWPP.

BOOK 073

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Attachment 2

Contract #VCR-FY-12-501

Payment Schedule

The Scope of Work on Attachment 1 of the RFP has identified nine (9) steps. The payment request is to follow the Scope of Work but is not intended to be a complete list of duties to perform, is inclusive of travel and tax. The outline listed below:

<u>Milestones completed</u>	<u>Pay Request</u>
Step 1:	
• Convene Decision Makers	
• Assist in the formation of an operating group	
Step 2:	
• Involve Federal agencies	
Step 3:	
• Engage interested parties	
• Hold public meeting (minimum of 3)	
Step 4:	
• Identify the “Communities at Risk”	
• Establish with core team the communities	
• Prioritize the communities and designate the “Communities At Risk” to begin the risk assessment and identification	\$8,981.31
Step 5:	
• Establish County and “Communities at Risk” base Maps. Maps shall at a minimum identify the inhabited Areas with potential risk to wildland fires, designate areas Containing human infrastructure, escape routes, evacuation routes, Municipal water supply structures, high volume gas pipelines, and Major power and communication lines that are vulnerable.	\$4,490.67
Step 6: Develop risk assessments for each “Community at Risk”	\$4,490.67
Step 7: Prepare recommendations for the milestones completed through Step 6. Additionally the action items for this step will include Fuel treatments projects, treatment methods, identification of community Priorities, and strategies to improve.	\$4,490.67
Step 8: Development of an Action Plan and Assessment Strategy for Each community. Hold public meetings.	\$4,490.67
Step 9: Finalize the Community Wildfire Protection Plan. Identify with the Core team the priorities, preferred methods, locations of the WUI, incorporates Evacuation planning, and physical deliverables.	\$13,472.05
<u>TOTAL</u>	<u>\$40,416.04</u>

PROFESSIONAL LEGAL SERVICES CONTRACT  
BETWEEN VALENCIA COUNTY AND  
NANCE, PATO & STOUT, LLC

Contract #VCP-FY12-506

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County" and Nance, Pato & Stout, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.  
The Contractor shall provide Professional Legal Services to the County in the scope and in the manner requested by the County.
2. Compensation.
  - A. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work rendered at the fixed monthly rate of \$8,333.00 per month, plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. In no case shall the compensation payable under this Agreement exceed thirty thousand dollars (\$30,000.00) exclusive of gross receipts tax.
  - B. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed, on a quarter-hour basis, and expenses incurred hereunder.
3. Term.  
This Agreement is for ninety (90) days, 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.

( EXHIBIT D )

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 or the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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. 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.

8. 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.

9. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County 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.

10. Amendment.  
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
11. 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.
12. 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.
13. 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.
14. Applicable Law.  
The laws of the State of New Mexico shall govern this Agreement.
15. Records and Financial 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.
16. Professional Liability Insurance.  
The Contractor shall procure and maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

17. 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: Bruce Swingle, Valencia County Manager, P.O. Box 1119/444 Luna Ave., Los Lunas, NM 87031

To the Contractor: Nance, Pato & Stout, LLC, P.O. Box 772, Socorro, NM 87801-0772

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.

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

Board of County Commissioners  
Valencia County, New Mexico

Nance, Pato & Stout, LLC

Donald E. Holliday, Chairman

Adren R. Nance

Georgia Otero-Kirkham, Vice-Chair

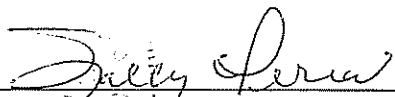
David M. Pato

Mary Anderson, Member, District I

Lawrence R. Romero, Member, District III

Ron Gentry, Member, District IV

Attest:

  
Sally Perea, County Clerk

May 23, 2012

BOOK 073

PAGE 227

Professional Legal Services Contract  
Between Valencia County  
and Nance, Pato & Stout, LLC

5

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2012- 19

ADOPTION OF THE VALENCIA COUNTY BUDGET FOR FISCAL YEAR 2012-13

**WHEREAS**, the Board of County Commissioners of Valencia County met in a regularly scheduled meeting on May 23, 2012 at the Valencia County Administration 444 Luna Ave., Los Lunas, New Mexico; and,

**WHEREAS**, the Board of County Commissioners in and for the County of Valencia, State of New Mexico has developed a budget for fiscal year 2012-13; and,

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and,

**WHEREAS**, the official meetings for the review of said documents were duly advertised pursuant to the County of Valencia's Open Meetings Act Resolution 2012-02, and is in compliance with the State Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Board that the proposed budget meets the requirements as currently determined for fiscal year 2012-13,

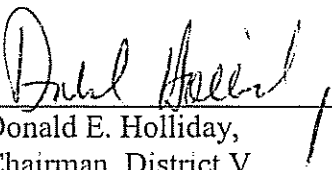
**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners of Valencia County hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.


**APPROVED, ADOPTED, AND PASSED** on this 23<sup>rd</sup> day of May, 2012.

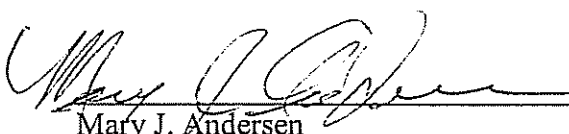
( EXHIBIT E )

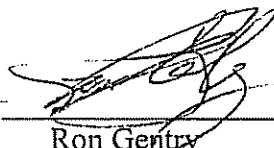
BOOK 073 PAGE 238

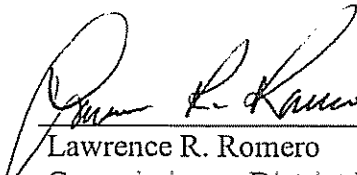
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA

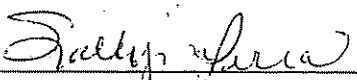
  
Donald E. Holliday,  
Chairman, District V

  
Georgia Otero-Kirkham,  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Ron Gentry  
Commissioner, District IV

  
Lawrence R. Romero  
Commissioner, District III

Attest:  
  
Sally Perea, County Clerk



VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

*Sally Perea*

The attached computer printout lists all the checks issued by the Manager's Office on May 02, 2012 covering vendor bills processed on the above date.  
Check # 113173 to 113246 inclusive, for the total of \$82,731.06.

All have been reviewed for:

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

In recognition of the above, the 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 Carol*  
\_\_\_\_\_  
Director of Finance

Done this 23<sup>rd</sup> day of May, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Donald E. Holliday*  
\_\_\_\_\_  
Donald E. Holliday, Chair

*Lawrence R. Romero*  
\_\_\_\_\_  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
\_\_\_\_\_  
Ron Gentry, Commissioner

*Georgia Otero-Kirkham*  
\_\_\_\_\_  
Georgia Otero-Kirkham, Vice-Chair

*Mary J. Andersen*  
\_\_\_\_\_  
Mary J. Andersen, 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 May 02, 2012 covering vendor bills processed on the above date.  
Check # 113247 for the total of \$12,112.40.

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 23<sup>rd</sup> day of May, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Donald E. Holliday*  
\_\_\_\_\_  
Donald E. Holliday, Chair

*Lawrence R. Romero*  
\_\_\_\_\_  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
\_\_\_\_\_  
Ron Gentry, Commissioner

*Georgia Otero-Kirkham*  
\_\_\_\_\_  
Georgia Otero-Kirkham, Vice-Chair

*Mary J. Andersen*  
\_\_\_\_\_  
Mary J. Andersen, Commissioner

ATTEST:

*Sally Perea*  
\_\_\_\_\_  
Sally Perea, County Clerk

( EXHIBIT H )

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 May 09, 2012 covering vendor bills processed on the above date.  
Check # 113282 to 113375 inclusive, for the total of \$247,939.62.

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:

*Chiodera Card*  
\_\_\_\_\_  
Director of Finance

Done this 23<sup>rd</sup> day of May, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Donald E. Holliday*  
\_\_\_\_\_  
Donald E. Holliday, Chair

*Lawrence R. Romero*  
\_\_\_\_\_  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
\_\_\_\_\_  
Ron Gentry, Commissioner

*Georgia Otero-Kirkham*  
\_\_\_\_\_  
Georgia Otero-Kirkham, Vice-Chair

*Mary J. Andersen*  
\_\_\_\_\_  
Mary J. Andersen, Commissioner

ATTEST:

*Sally Perea*  
\_\_\_\_\_  
Sally Perea, County Clerk

( EXHIBIT I )

Sally Perea

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
May 4, 2012 covering payroll process on the above date.  
Direct Deposit Check 25008 thru direct deposit check# 25204 inclusive.  
Deduction Check# 113248 thru deduction check# 113281 inclusive.  
Payroll Check # 92307 thru payroll check # 92377 inclusive.  
Listing total \$ 358,554.74  
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:

Christina Card

Christina Card, Finance Administrator

Done this 16<sup>th</sup> 23<sup>rd</sup> day of May, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero Karkham

Georgia Otero Karkham, Vice Chair

Mary Andersen

Mary Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

Lawrence Romero

Lawrence Romero, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

( EXHIBIT J )

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

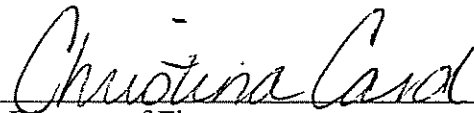
*Sally Perea*  
The attached computer printout lists all the checks issued by the Manager's Office on May 15, 2012 covering vendor bills processed on the above date.  
Check # 113376 to 113432 inclusive, for the total of \$140,125.71.

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.

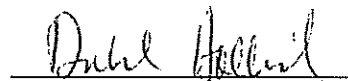
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.


Recommended:

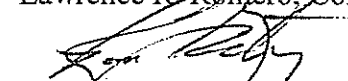
  
\_\_\_\_\_  
Director of Finance

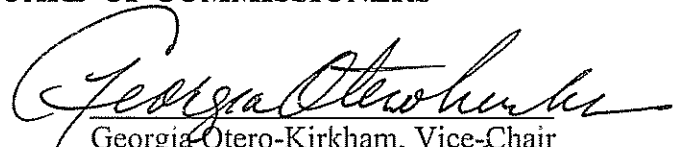
Done this 23<sup>rd</sup> day of May, 2012.  
~~6th~~ ~~June~~


VALENCIA COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Donald E. Holliday, Chair

  
\_\_\_\_\_  
Lawrence R. Romero, Commissioner

  
\_\_\_\_\_  
Ron Gentry, Commissioner

  
\_\_\_\_\_  
Georgia Otero-Kirkham, Vice-Chair

  
\_\_\_\_\_  
Mary J. Andersen, Commissioner

ATTEST:

  
\_\_\_\_\_  
Sally Perea, County Clerk ( EXHIBIT K )