

**August 1, 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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes:

July 18, 2012 (Regular Business Meeting)

*Donald Holliday*

**PRESENTATION(S)**

- 5) Update on Manzano Expressway Rehabilitation: **Jacobo Martinez**

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

**ACTION ITEM(S)**

- 6) Consideration of Resolution 2012-\_\_\_\_\_ to accept Guapo Rd as a county maintained road: **Jacobo Martinez**
- 7) Consideration of Resolution 2012-\_\_\_\_\_ to accept Dehann Rd as a county maintained road: **Jacobo Martinez**
- 8) Consideration of Resolution 2012-\_\_\_\_\_ In Support of a Quiet Zone on NM 304: **Jacobo Martinez**
- 9) Consideration of 2012-13 Co-Op (SP) Cooperative Program: **Jacobo Martinez**
- 10) Consideration of 2012-13 County Arterial Program (cap) Cooperative Agreement: **Jacobo Martinez**
- 11) Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement: **Jacobo Martinez**
- 12) Consideration to abolish all Valencia County Director employment contracts: **Bruce Swingle**
- 13) Consideration of Resolution 2012-\_\_\_\_\_ to approve the designation of Valencia County as a member of the Metropolitan Planning Area: **Bruce Swingle**
- 14) Consideration to approve increase in payment for Valencia Family Medicine & Express Care: **Joe Chavez**
- 15) Consideration to approve contract from the Nutrition service Incentive Program: **Jose Campos**
- 16) Consideration to approve a Purchasing and procurement ethics policy in Valencia County: **Mike Vinyard**

- ✓17) Consideration to authorize implementation of a Procurement Card (P-Card) system within Valencia County: *Mike Vinyard*

**FINANCIAL MATTERS:**

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

**PUBLIC COMMENT:**

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

**EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: **EEOC Charge 543-2012-0043** 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.

**ACTION ITEMS FROM EXECUTIVE SESSION:**

- a) Approve Settlement of EEOC Charge 543-2012-00434

**NEXT COMMISSION MEETING:**

- ♦ **August 3, 2012 – Special Meeting / Workshop @ 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**  
**AUGUST 1, 2012**

<b>PRESENT</b>	
Donald E. Holliday, Chair	
Georgia Otero-Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen Member	
Bruce Swingle, County Manager	
Dave Pato, County Attorney	Adren Nance, County Attorney
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 Commissioner Romero. Motion carried unanimously.
- 4) Approval of Minutes: July 18, 2012 Regular Business Meeting  
Commissioner Otero-Kirkham moved for approval of the minutes of July 18, 2012 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

**PRESENTATIONS(S)**

5) Update on Manzano Expressway Rehabilitation-Jacobo Martinez  
Code Enforcement Director Jacobo Martinez stated the county received federal funding in the amount of \$869,851.00 to rehabilitate Manzano Expressway from Van Camp to south Rio Del Oro and from north Highway 47 to Dehann. Due to the amount of funding received the county will have to remove the section of the project from NM Highway 47 to Dehann. Public Works originally wanted to start construction this summer but since the project is funded through the Federal Highway Administration, there are more requirements being requested of the county as far as obtaining an additional environmental assessment along with a categorical exclusion which has caused delay in construction and in Public Works opinion the construction will be completed by the summer of 2013 when schools will be out of session in order to mitigate any safety issues. Staff is working closely with NMDOT to complete the project by the summer of 2013.

**DISCUSSION (Non-Action) ITEM(S)**  
**NONE**

**ACTION ITEM(S)**

- 6) Consideration of Resolution 2012-23, to Accept Guapo Rd. as a County Maintained Road – Jacobo Martinez.  
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.  
County Clerk Sally Perea announced Resolution 2012-23. (See Exhibit A)
- 7) Consideration of Resolution 2012-24, to Accept Dehann Rd. as a County Maintained Rd. – Jacobo Martinez.  
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.  
County Clerk Sally Perea announced Resolution 2012-24. (See Exhibit B)
- 8) Consideration of Resolution 2012-25, In Support of a Quiet Zone on NM 304- Jacobo Martinez.  
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.  
County Clerk Sally Perea announced Resolution 2012-25. (See Exhibit C)
- 9) Consideration of 2012-13 Co-op (SP) Cooperative Program – Jacobo Martinez.  
Commissioner Andersen moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit D)

**10) Consideration of 2012-13 County Arterial Program (cap) Cooperative Agreement – Jacobo Martinez.**

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

**11) Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement – Jacobo Martinez.**

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

**12) Consideration to abolish all Valencia County Director Employment Contracts -Bruce Swingle.**

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

**13) Consideration of Resolution 2012-26, to Approve the Designation of Valencia County as a Member to the Metropolitan Planning Area – Bruce Swingle.**

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried 3-2. Commissioners Gentry and Commissioner Romero voted no.

County Clerk Sally Perea announced Resolution 2012-26. (See Exhibit E)

**14) Consideration Approve Increase in Payment for Valencia Family Medicine & Express Care – Joe Chavez.**

Commissioner Otero-Kirkham made a motion to approve with the contract being changed to twenty-six payments per year. Seconded by Commissioner Andersen. Motion carried unanimously.

**15) Consideration to Approve Contract from the Nutrition Service Incentive Program- Jose Campos.**

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

**16) Consideration to Approve a Purchasing and Procurement Ethics Policy in Valencia County – Mike Vinyard.**

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

**17) Consideration to Authorize implementation of a Procurement Card (P-Card) System within Valencia County – Mike Vinyard.**

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

**FINANCIAL MATTERS:**

**18) Consideration of Approval: Payroll / Warrants –Christina Card.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibits H-M)

**PUBLIC COMMENT:**

Individuals speaking at today's Business Meeting were Valencia County residents Mike Wood, Mary Wood, Jim Crawford and Tom Mraz.

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) personnel: EECO Charge 543-2012-0043 b.) pending litigation c.) real property d.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Romero moved to go into Executive Session. Seconded by Commissioner Gentry. Roll call. 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 Commissioner Gentry. Motion carried unanimously.

County Attorney Dave Pato stated the matters discussed in Executive Session were limited to EECO Charge 543-2012-0043 and no final action was taken.

Commissioner Gentry moved for approval of the summary as stated by counsel. Seconded by Commissioner Romero. Roll call. Commissioner Romero voted yes.

Minutes of August 1, 2012 Regular Business Meeting

Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

**ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:**

**Approve Settlement of EEOC Charge 543-2012-00434**

Final action taken- authorizing the County Manager to negotiate and resolve the matter.

**NEXT COMMISSION MEETING:**

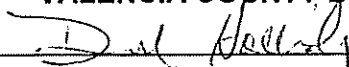
August 3, 2012 – Special Meeting / Workshop at 9:30 A.M. in the County Commission Room in the Valencia County Courthouse at 444 Luna Ave., Los Lunas, NM.

**11) Adjournment**

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 11:47 A.M.

**NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the August 1, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.**

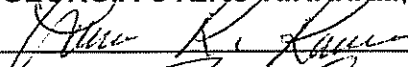
**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_

**DONALD E. HOLLIDAY, CHAIRMAN**

  
\_\_\_\_\_

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

  
\_\_\_\_\_

**LAWRENCE R. ROMERO, MEMBER**

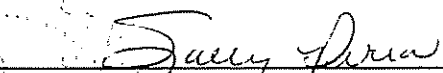
  
\_\_\_\_\_

**RON GENTRY, MEMBER**

  
\_\_\_\_\_

**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

  
\_\_\_\_\_

**SALLY PEREA, COUNTY CLERK**

  
\_\_\_\_\_

**DATE**

## **Acceptance of Maintenance Responsibilities for Guapo Road**

### **Resolution No. 2012-23**

**WHEREAS**, Commissioner Gentry has requested that the Board of County Commissioners of the County of Valencia consider the acceptance of Guapo Road, because Guapo Road serves as a critical arterial road through the Enchanted Mesa Subdivision; and

**WHEREAS**, the Board of County Commissioners has adopted a procedure by which roads may be accepted for maintenance in the County; and

**WHEREAS**, among the various requirements for acceptance of a road for maintenance, (1) the road must be dedicated to the County; (2) the road must meet the minimum standards for county roads together with the needs, if applicable, of necessary construction to bring the road up to standards with particular attention to the soil content, or, in the alternative, the Public Works Director shall provide a cost estimate to bring the road up to county specifications; (3) the Director and the Code Enforcement Department together with the Rural Addresser shall review the proposed road and provide a written analysis of the impact of the road on adjoining county roads together with related concerns of the departments. Such report shall reflect approval of affected utility easement holders; (4) the Fire Chief shall review the proposed road for safety concerns involving ingress and egress and other related concerns in a written analysis; (5) that, upon substantial completion by the owner(s) of the conditions addressed by the various county departments or if the road meets the specified health, safety and welfare requirements set forth in this section, the Director shall submit the petition and agency comments to the County Manager for presentation to the Board of County Commissioners (Board), provided that the Board may, in its discretion in extraordinary circumstances, grant a full or partial waiver in order to accept roads for maintenance that do not otherwise meet the above road standards if the acceptance of the road is essential to the protection of the public health, safety and welfare, with the understanding that county maintenance of accepted roads will be undertaken with available funding and pursuant to priorities for road maintenance county-wide; and,

**WHEREAS**, in making a determination as whether to grant a full or partial waiver of these requirements, the Board of County Commissioners must consider (a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; and,

**WHEREAS**, acceptance of dedication is reserved for the Board who has the option to accept the dedication, to not accept the dedication, or to accept the dedication contingent upon roads being constructed in conformance with county standards and specifications; and,

**WHEREAS**, NMSA 1978, § 66-6-23.1 (D) (2003) requires that "[t]he board of county commissioners of each of the respective counties shall, by April 1 of every year, certify reports to the secretary of transportation of the total mileage of public roads maintained by each county as of April 1 of every year; provided that in their reports, the boards of county commissioners shall identify each of the public roads maintained by them by name, route and location"; and

**WHEREAS**, accepting maintenance of said road would afford the County of Valencia the opportunity to include such roads on the road list submitted to the Secretary of Transportation so that the County may be reimbursed for its maintenance costs; and

**WHEREAS**, having considered the a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; the Board of County Commissioners has determined that a waiver of the requirements set forth in Section 94.066 is appropriate; and,

**WHEREAS**, the Board of County Commissioners has been presented with the reports required by Section 94.066(C);

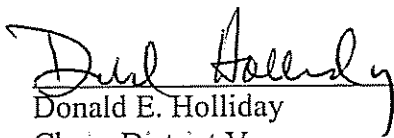
(EXHIBIT A )


**WHEREAS**, acceptance of maintenance of said road would promote the health, welfare, and safety of the residents of Valencia County; and

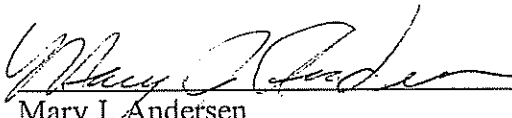
**NOW, THEREFORE, BE IT RESOLVED**, that the Valencia County Board of County Commissioners, in regular session on August 1, 2012, does hereby accept the road shown on the accompanying map.

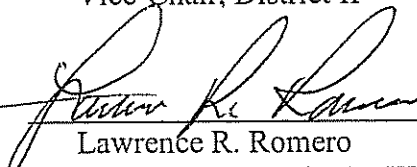
**PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF AUGUST, 2012.**

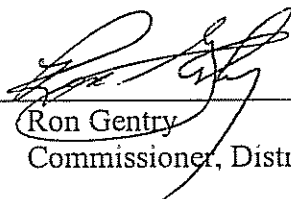
**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

  
Donald E. Holliday  
Chair, District V

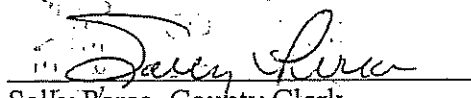
  
Georgia Otero Kirkham  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

Attest:

  
Sally Perea, County Clerk

## **Acceptance of Maintenance Responsibilities for Dehaan Loop**

### **Resolution No. 2012-254**

**WHEREAS**, Commissioner Gentry has requested that the Board of County Commissioners of the County of Valencia consider the acceptance of Dehaan Loop, because Dehaan Loop serves as a critical arterial road through the Enchanted Mesa Subdivision; and

**WHEREAS**, the Board of County Commissioners has adopted a procedure by which roads may be accepted for maintenance in the County; and

**WHEREAS**, among the various requirements for acceptance of a road for maintenance, (1) the road must be dedicated to the County; (2) the road must meet the minimum standards for county roads together with the needs, if applicable, of necessary construction to bring the road up to standards with particular attention to the soil content, or, in the alternative, the Public Works Director shall provide a cost estimate to bring the road up to county specifications; (3) the Director and the Code Enforcement Department together with the Rural Addresser shall review the proposed road and provide a written analysis of the impact of the road on adjoining county roads together with related concerns of the departments. Such report shall reflect approval of affected utility easement holders; (4) the Fire Chief shall review the proposed road for safety concerns involving ingress and egress and other related concerns in a written analysis; (5) that, upon substantial completion by the owner(s) of the conditions addressed by the various county departments or if the road meets the specified health, safety and welfare requirements set forth in this section, the Director shall submit the petition and agency comments to the County Manager for presentation to the Board of County Commissioners (Board), provided that the Board may, in its discretion in extraordinary circumstances, grant a full or partial waiver in order to accept roads for maintenance that do not otherwise meet the above road standards if the acceptance of the road is essential to the protection of the public health, safety and welfare, with the understanding that county maintenance of accepted roads will be undertaken with available funding and pursuant to priorities for road maintenance county-wide; and,

**WHEREAS**, in making a determination as whether to grant a full or partial waiver of these requirements, the Board of County Commissioners must consider (a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; and,

**WHEREAS**, acceptance of dedication is reserved for the Board who has the option to accept the dedication, to not accept the dedication, or to accept the dedication contingent upon roads being constructed in conformance with county standards and specifications; and,

**WHEREAS**, NMSA 1978, § 66-6-23.1 (D) (2003) requires that "[t]he board of county commissioners of each of the respective counties shall, by April 1 of every year, certify reports to the secretary of transportation of the total mileage of public roads maintained by each county as of April 1 of every year; provided that in their reports, the boards of county commissioners shall identify each of the public roads maintained by them by name, route and location"; and

**WHEREAS**, accepting maintenance of said road would afford the County of Valencia the opportunity to include such roads on the road list submitted to the Secretary of Transportation so that the County may be reimbursed for its maintenance costs; and

**WHEREAS**, having considered the a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; the Board of County Commissioners has determined that a waiver of the requirements set forth in Section 94.066 is appropriate; and,

**WHEREAS**, the Board of County Commissioners has been presented with the reports required by Section 94.066(C);

(EXHIBIT B )

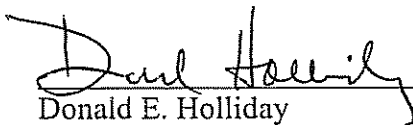


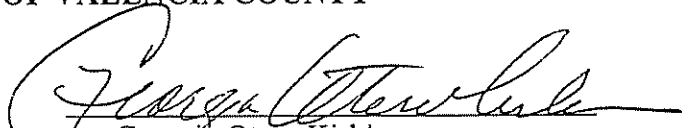
**WHEREAS**, acceptance of maintenance of said road would promote the health, welfare, and safety of the residents of Valencia County; and

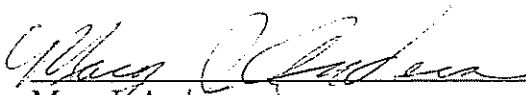
**NOW, THEREFORE, BE IT RESOLVED**, that the Valencia County Board of County Commissioners, in regular session on August 1, 2012, does hereby accept the road shown on the accompanying map.

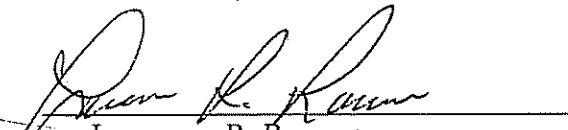
**PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF AUGUST, 2012.**

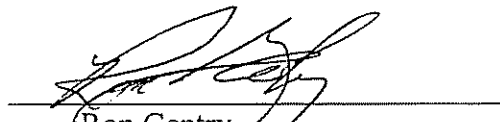
**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

  
Donald E. Holliday  
Chair, District V

  
Georgia Otero Kirkham  
Vice-Chair, District II

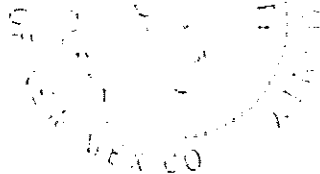
  
Mary J. Andersen  
Commissioner, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

Attest:

  
Sally Perea, County Clerk



**Resolution Requesting NMDOT Reduce Speed Along Affected  
Portion of Highway 304 to Complete Quiet Zone**

*2012-25*

**WHEREAS**, the Board of County Commissioners of Valencia County, meeting in at a special County Commission meeting on August 1, 2012, at 444 Luna Avenue, Los Lunas, NM 87031; and,

**WHEREAS**, the Public Works Department has been working with the New Mexico Department of Transportation ("NMDOT"), the NMDOT Rail Section, and the Federal Railroad Administration ("FRA") to complete the Highway 304 Quiet Zone; and,

**WHEREAS**, the FRA has required that the speed limit be reduced from 50 mph to 40 mph to complete the project; and,

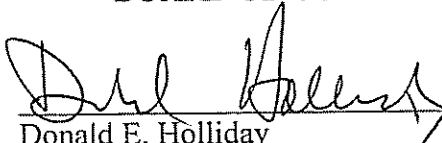
**WHEREAS**, the NMDOT has denied the County Administration's request to reduce the speed limit to comply with the FRA requirement; and,

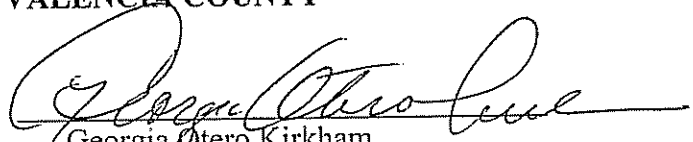
**WHEREAS**, the NMDOT Rail Section has recommended that the Board of County Commissioners submit a resolution to the NMDOT requesting the speed limit be changed from 50 mph to 40 mph as a basis for requesting that the NMDOT reconsider its denial of the request to reduce the speed limit to comply with the FRA requirement.

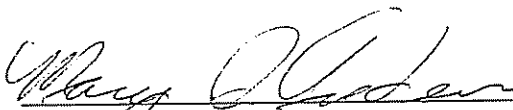
**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Valencia that the Board respectfully requests the NMDOT approve the speed reduction from 50 mph to 40 mph along that affected portion of Highway 304 so that the County may complete the Highway 304 Quiet Zone.

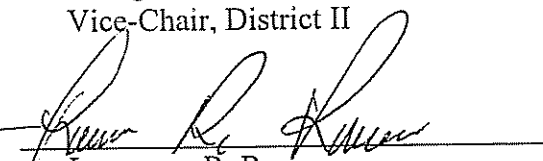
**PASSED, APPROVED, AND ADOPTED THIS <sup>1<sup>st</sup></sup>~~3<sup>rd</sup>~~ DAY OF AUGUST, 2012.**

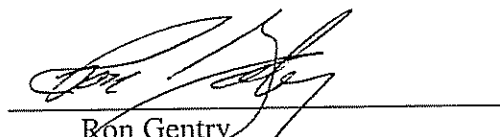
**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

  
Donald E. Holliday  
Chair, District V

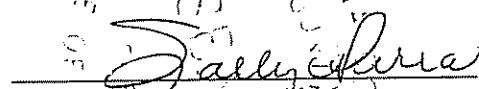
  
Georgia Otero Kirkham  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

Attest:

  
Sally Perea, County Clerk

(EXHIBIT C )

2012/2013 CAP, SB & COOP REQUEST				
PROJECT	PROJECT NUMBER	AREA	IMPROVEMENTS	AMOUNT
<b>Cooperative Agreement CAP-3-12 (441)</b>				
Vendor No.		San Domingo	2" Pave	
Control No.		Bloom N Shine	2" Pave	
		Fraze	2" Pave	
		Dehaan	2" Pave	
		Laughlin	2" Pave	
		Vaia Rd	4.5' Pave	
				Per Commissioner \$ 26,523.40
				States Share \$ 99,463.00
				County Share \$ 33,154.00
				<b>TOTAL \$ 132,617.00</b>
<b>Special Project SP-3-12 (935)</b>				
Vendor No.		San Domingo	2" Pave	
Control No.		Bloom N Shine	2" Pave	
		James Street	4" Gravel	
		Juan Chavez Y Baca	4" Gravel	
		Guapo	2' Pave	
		Salz	2" Pave	
		Vaia Rd	1.5" Pave	
				Per Commissioner \$ 30,806.60
				States Share \$ 115,525.00
				County Share \$ 38,508.00
				<b>TOTAL \$ 154,033.00</b>
<b>School Bus SB-7712 (967)12</b>				
Vendor No.		San Domingo	2" Pave	
Control No.		Bloom N Shine	2" Pave	
		Jensen	4" Gravel	
		Rio Communities Way	2" Pave	
		Phillips	2" Pave	
		Vaia Rd	4.5" Pave	
				Per Commissioner \$ 45,475.00
				States Share \$ 170,533.00
				County Share \$ 56,844.00
				<b>TOTAL \$ 227,377.00</b>
<b>TOTAL AMOUNT FUNDED</b>				
				<b>Total Per Commissioner \$ 102,805.40</b>
				States Share \$ 385,521.00
				County Share \$ 128,506.00
				<b>TOTAL \$ 514,027.00</b>

(EXHIBIT D)

Contract No. \_\_\_\_\_  
Vendor No. 0000054407  
Project No. SB-7713(977)13  
Control No. HW2- L300047

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**DEPARTMENT**", and the **County of Valencia**, herein referred to as "**COUNTY**".

In consideration of the covenants contained herein and pursuant to the NMSA, 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA as amended, and Commission Policy No. 44-92, **THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE -- PURPOSE:**

The purpose of this Agreement is for the **School bus route improvements to county wide roads w/ pavement rehabilitation and misc. construction** within the control of **COUNTY**, Project No. **SB-7713(977)13**, Control No. **HW2- L300047**, thereafter referred to as "Project", is a joint and coordinated effort for which the **DEPARTMENT** and the **COUNTY** each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

**SECTION TWO -- PROJECT FUNDING BY PARTIES:**

1. The estimated total cost for the Project is **Two hundred twenty seven thousand three hundred seventy seven dollars (\$227,377.00)** to be funded in proportional share by the parties hereto as follows:
  - a. **DEPARTMENT's share shall be 75%** **\$170,533.00**  
**School bus route improvements to county wide roads w/ pavement rehabilitation and misc. construction**
  - b. The **COUNTY's** required proportional matching  
Share shall be **25%** **\$56,844.00**  
For purpose stated above

c. **Total Project Cost**

**\$227,377.00**

2. The **COUNTY** shall pay all Project costs, which exceed the total amount of **Two hundred twenty seven thousand three hundred seventy seven dollars (\$227,377.00)**.

**SECTION THREE -- COUNTY SHALL:**

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform or contract to perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the **COUNTY's** estimate submitted to and approved by the District Engineer within thirty (30) days of execution of this agreement, or as otherwise agreed to in writing by the parties hereto.
3. Maintain all records and documents relative to this Agreement for a minimum of five (5) years.
4. Be responsible, as applicable, for all pre-construction activities, including, but not limited to, the following:
  - a. Utility relocation,
  - b. Drainage and storm drain design,
  - c. Geotechnical design,
  - d. Pavement design,
  - e. Environmental and archaeological clearances,
  - f. Right(s)-of-way acquisition and maps, and,
  - g. Hazardous substance/waste site(s) contamination.
5. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the **DEPARTMENT**.
6. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.

7. Obtain all required written agreements or permits, when applicable, from all public and private entities.
8. Maintain all facilities constructed or reconstructed with Project funds.
9. Furnish the **DEPARTMENT'S District Three Office**, upon project completion, written certification, "**Project Certification of Design, Construction, and Cost,**" which is hereby incorporated into this Agreement, that all work was performed with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; **DEPARTMENT** approved **COUNTY** established Specifications; or **DEPARTMENT** Specifications established for Local Government Road Fund projects.
10. Project shall be completed by the **COUNTY** by **December 31, 2013**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** may claim reimbursement from the **COUNTY** of all unexpended funds disbursed in the performance of this Agreement.
11. Allow the **DEPARTMENT** the right to inspect the Project for the purpose of determining if it is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment and materials.
12. Assume the lead planning and implementation role and be solely responsible for providing local matching funds.
13. Certify that the entire proportionate share of funds committed by **COUNTY** to the project described in **COUNTY's** Estimate have been and are appropriated, budgeted, and approved for expenditure effective at such time as this Agreement is executed by the parties hereto.
14. Furnish the **DEPARTMENT** written "Project Certification of Design, Construction, and Costs." Failure to furnish the above certification to the **DEPARTMENT** shall amount to a material breach of this agreement and shall entitle the **DEPARTMENT**

to cease performance of any obligation set forth in this agreement at its sole discretion. This certification is attached hereto as **“Project Certification of Design, Construction, and Cost”** and is hereby incorporated by reference and made part of this Agreement. If the certification, **“Project Certification of Design, Construction, and Cost,”** is not furnished to the **DEPARTMENT** within thirty-(30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

15. Furnish the **DEPARTMENT** upon completion of project, an **“AS BUILT Summary of Costs and Quantities,”** attached to **“Project Certification of Design, Construction, and Cost”** submitted as **“AS BUILT Summary of Costs and Quantities,”** which reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost.”** If the **“AS BUILT Summary of Costs and Quantities,”** is not furnished to the **DEPARTMENT** within (30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

#### **SECTION FOUR - BOTH PARTIES AGREE:**

1. If upon termination of this Agreement there remain any properties, materials or equipment, or surplus money belonging to the **DEPARTMENT**, the **COUNTY** shall account for the same and dispose of them as directed by the **DEPARTMENT**.
2. Disbursement to the **COUNTY** shall be made in a single lump sum payment after receipt of a **NOTICE OF AWARD/WORK ORDER,”NOTICE TO PROCEED”** and **“ESTIMATED SUMMARY OF COSTS AND QUANTITIES.”** Disbursement shall be made only when the contractor or local government personnel are performing actual work on route and termini specified in the approved program and verification of available funds.
3. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution

pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA to meet the match required.

4. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

#### **SECTION FIVE -- THIRD PARTY BENEFICIARY CLAUSE:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create 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 a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **SECTION SIX -- PROJECT RESPONSIBILITY:**

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the **DEPARTMENT**.

#### **SECTION SEVEN -- JURISDICTION:**

By reason of the **DEPARTMENT'S** participation in the funding of this Project, the **DEPARTMENT** is not incorporating this Project into the state highway system, nor is the **DEPARTMENT** assuming any maintenance or user responsibility of liability for participation on this project.

#### **SECTION EIGHT-- LEGAL COMPLIANCE:**

The **COUNTY** shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this AGREEMENT, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including



laws and regulations hereafter enacted. The COUNTY shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

**SECTION NINE -- EQUAL OPPORTUNITY COMPLIANCE:**

The COUNTY agrees to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the COUNTY agrees to assure that no person in the United States shall, on the grounds of race, 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 COUNTY is found to be not in compliance with these requirements during the life of this Agreement, the COUNTY agrees to take appropriate steps to correct these deficiencies.

**SECTION TEN -- COUNTY'S PRIOR COSTS:**

Any costs incurred by the COUNTY prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

**SECTION ELEVEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The COUNTY shall maintain all records and documents relative to the Project for a minimum if five years after completion of the Project. The COUNTY shall furnish the DEPARTMENT and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the COUNTY shall reimburse that portion to the DEPARTMENT within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within thirty days.

## **SECTION TWELVE -- DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this AGREEMENT. The **DEPARTMENT** is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The **DEPARTMENT'S** decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

## **SECTION THIRTEEN-- UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the **DEPARTMENT**. These balances, if any, shall be reimbursed to the **DEPARTMENT** within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

## **SECTION FOURTEEN -- TERMS OF THIS 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 FIFTEEN -- TERMINATION:**


1. This Agreement terminates on **December 31, 2013**.
2. If **COUNTY** fails to comply with any provisions of this Agreement, the **DEPARTMENT** has the option to terminate this Agreement.
3. If the Project is not completed by **December 31, 2013**, this Agreement shall automatically terminate. The **COUNTY** agrees to reimburse to the **DEPARTMENT** all unexpended **DEPARTMENT** funds disbursed in accordance with this Agreement.

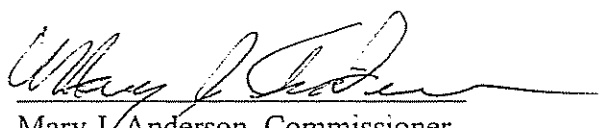
## **SECTION SIXTEEN -- SCOPE OF AGREEMENT:**

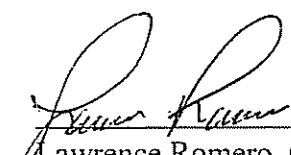
APPROVED, ADOPTED AND PASSED ON THIS 1st DAY OF August, 2012


BOARD OF COUNTY COMMISSION

  
Donald Holliday, Chair  
District V

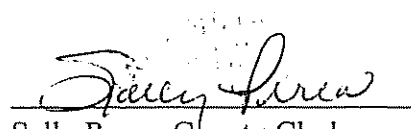
  
Georgia Otero-Kirkham, Vice Chair  
District II

  
Mary J. Anderson, Commissioner  
District I

  
Lawrence Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District VI

ATTEST:

  
Sally Perea, County Clerk

**VALENCIA COUNTY  
RESOLUTION 2012- 26**

**PETITIONING THE METROPOLITAN TRANSPORTATION BOARD OF  
THE MID-REGION METROPOLITAN PLANNING ORGANIZATION TO  
INCLUDE THE COUNTY OF VALENCIA AND THE MUNICIPALITIES  
THEREIN IN THE ALBUQUERQUE METROPOLITAN PLANNING  
AREA IN ACCORDANCE WITH 23 CFR 450**

**WHEREAS**, the United States Census Board has completed the compilation of data from the 2010 Census; and

**WHEREAS**, the United States Census Bureau has designated an area within Valencia county as the Los Lunas Urbanized Area (UZA) which has a 2010 Census population of 63,758; and

**WHEREAS**, Federal Regulations require all urbanized areas with a population greater than 50,000 to participate in the metropolitan transportation planning process to receive and Expend federal surface transportation funds; and

**WHEREAS**, Valencia County and all municipalities within Valencia County are already full participating members of the Mid-Region Council of Governments; and

**WHEREAS**, the Mid-Region Council of Governments is the designated Metropolitan Planning Organization (MPO) for the Albuquerque Metropolitan Planning Area (AMPA) in accordance with 23CFR 450; and

**WHEREAS**, the Metropolitan Transportation Board (MTB) is the governing body of Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments; and

**WHEREAS**, parts of Valencia County are currently included in the AMPA and participate as full-voting members of the MTB; and

**WHEREAS**, Valencia County and the municipalities within the County are part of the Rio Metro Regional Transit District which encompasses all of the area included in the Albuquerque Metropolitan Area (AMPA); and

**WHEREAS**, the Rio Metro Regional Transit Director provides transit service within Valencia County and service from Valencia county to Albuquerque and Santa Fe; and

**WHEREAS**, Valencia County is part of the Albuquerque standard Metropolitan Statistical Area (SMSA) which is established by the United States Census Bureau to encompass areas economically tied together; and (EXHIBIT E)


**WHEREAS**, a fully coordinated and integrated transportation system serving all of Valencia County as well as the rest of the metropolitan area is desirable and can be achieved through a cooperative transportation planning process; and


**WHEREAS**, the Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments has been established under Federal Regulations (23 CFR 450) to provide continuous, cooperative and comprehensive transportation planning process;


**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of the County of Valencia that it hereby requests the Metropolitan Transportation Board of the Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments to revise the boundaries of the Albuquerque Metropolitan Planning Area to include all of the County of Valencia and the municipalities therein;

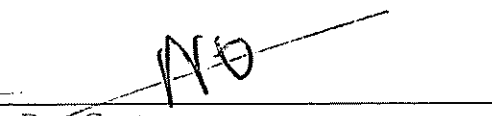
**AND BE IT FURTHER RESOLVED**, the Board of County Commissioners shall exercise its right in accordance with the Bylaws of the Mid-Region Metropolitan Planning and Organization to become a full-voting member of the Metropolitan Transportation Board and all committees.


PASSED APPROVED AND ADOPTED this 1st day of August, 2012.

  
Donald E. Holliday,  
Chairman, District V

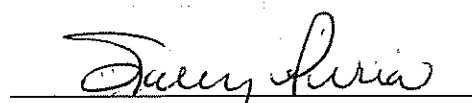
  
Georgia Otero-Kirkham,  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Ron Gentry  
Commissioner, District IV

  
Lawrence R. Romero  
Commissioner, District III

Attest:

  
Sally Perea, County Clerk

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2012, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor."

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

**The Contractor will:**

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- J. **Ensure eligible participants are assessed and registered in SAMS.**

(EXHIBIT F)

K. Ensure meals served meet the following:

**Congregate Meals** – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

**Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed **\$75128** for eligible meals served during the period July 1, 2012 through June 30, 2013 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2013, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor 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. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. **Termination Management.** Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

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

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 Agency.



9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2012 to June 30, 2013. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

**10. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**11. Release**

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

**12. Product of Services; Copyright**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

13. **Conflict of Interest**

The Contractor warrants that it 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 service required under this Agreement.

14. **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, 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.

15. **Non-Discriminating Service Delivery**

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national

origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

**16. Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service, for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

**17. Amendment**

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

**18. Penalties for Violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 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.

**19. Scope of Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

**21. Internal Dispute Mediation**

The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall

- include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**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. 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:

**Agency:**

NCNMEDD  
Attn: Jenny Martinez  
P.O. Box 5115  
Santa Fe, NM 87502

**Contractor:**

---

---

---

---

**25. Other Provisions**

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

**26. Indemnification**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. **Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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.

28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

Valencia County  
*Legal Name of Vendor/Contractor*

NCNMEDD Non-Metro AAA  
*Name of Area Agency on Aging*

  
*Signature*

  
*Signature*

Donal H. Kelly  
*Printed/Typed Name of Signatory*

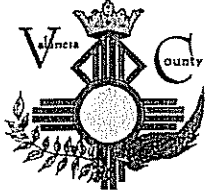
Tim Armer, Executive Director  
*Printed/Typed Name of Signatory*

August 1, 2012  
*Date*

JUN 18 2012  
*Date*

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)  
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2012 TO: 06/30/2013		New/Cont: X Revision: Other:		06/12/12
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$75,128.00	0.00				\$75,128.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$75,128.00	\$0.00				\$75,128.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT			8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost .....	\$75,128.00			a. Federal/State grant		
2. LESS Anticipated Project Income .....	\$0.00			unearned in previous		FY Federal: 0.00
3. Estimated Net Cost .....	\$75,128.00			project year(s)		FY State: 0.00
4. Non-federal and Non-state Share of Net Cost .....	\$0.00			b. Carry Over		0.00
5. Project Income (Used as Match) .....	\$0.00					0.00
6. Federal Share of Net Cost .....	\$75,128.00			c. New Obligational		
7. State Share of Net Cost .....	\$0.00			Authority Herein		FY Federal: \$75,128.00
				Awarded		
<input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.						
<input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.						
<input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.						
<input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.						
<input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.						
<input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.						
All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:						
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.						
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.						
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.						
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.						
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.						
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.						
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.						
8. Inventory of project equipment will be maintained and submitted as requested.						
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.						
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.		
Date: JUN 12 2012				Date: 8-1-2012		
Signature:				Date:		



# VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS

444 LUNA AVENUE ♦ P.O. BOX 1119  
LOS LUNAS, NEW MEXICO 87031  
OFFICE: 505.866.2014 ♦ FAX: 505.866.3355

## Purchasing Department

### CODE OF ETHICS

The Valencia County Purchasing Department firmly adheres to a strict code of ethics. Engaging in activities that are inconsistent with the proper discharge of a public employee's duties is considered to be ethical misconduct and may constitute a breach of public trust. Such activities can include participating in decisions that present a conflict of interest, or using confidential information for either actual or anticipated personal gain--or doing this on behalf of any other person.

A violation of ethical conduct and trust also includes the acceptance of money, gifts, or favors from an individual or concern which a public employee has reason to believe may become (or is) a party to a business transaction with the employee's employer.

In addition, it is incumbent upon every Valencia County employee to avoid engaging in any activity that may leave an impression that influence peddling is being condoned, or that favoritism is being extended to an individual or concern.

In practicing a high standard of ethical conduct, every Valencia County employee should:

1. Avoid becoming involved in transactions that could result in a conflict between personal interests and the interests of Valencia County.
2. Prevent the intent and appearance of unethical or compromising conduct in relationships, actions and communications.
3. Never use confidential information as a means of obtaining financial enrichment or personal betterment for oneself or for any other person.
4. Decline personal gifts or gratuities from present or potential suppliers since this can influence, or appear to influence, procurement decisions.
5. Focus attention on the objectives and policies of Valencia County.
6. Promote positive supplier relationships through courtesy and impartiality in all aspects of procurement operations and activities.
7. Strive to obtain the maximum value for each dollar of expenditure.
8. Grant all competitive suppliers equal consideration insofar as New Mexico or federal statutes & regulations, and Valencia County policy demand.
9. Conduct business with potential and current suppliers in an atmosphere of good faith.
10. Demand honesty in all aspects of sales representation whether offered through the medium of a verbal or written, an advertisement, or a sample of the product.
11. Receive consent of the originator of any ideas, designs or information before exposing them to anyone, or using them in specifications for competitive purchasing purposes.
12. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier, and/or be willing to submit any major controversy to an independent party for review, insofar as Valencia County policy permits.
13. Educate our internal clients on these ethical practices.
14. Develop skills, expand knowledge and conduct business that demonstrates competence and promotes the procurement profession.

(EXHIBIT G)

**Don Holliday, Chair, District V** **Georgia Otero-Kirkham, Vice-Chair, District II**

**Mary Andersen, District I** ♦ **Lawrence Romero, District III** ♦ **Ron Gentry, District IV** ♦

**Bruce Swingle, County Manager**

BOOK 070

PAGE 499

1 11



Sally Perea

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
July 13, 2012 covering payroll process on the above date.  
Direct Deposit Check 25996 thru direct deposit check# 26195 inclusive.  
Deduction Check# 114255 thru deduction check# 114285 inclusive.  
Payroll Check # 92892 thru payroll check # 92959 inclusive.  
Listing total \$ 375,892.79  
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 15<sup>th</sup> day of July AUG, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday  
Donald E. Holliday, Chair

Georgia Otero Kirkham  
Georgia Otero Kirkham, 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 H)

Sally Perea

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
July 18, 2012 covering payroll process on the above date.  
Direct Deposit Check \_\_\_\_\_ thru direct deposit check# \_\_\_\_\_ inclusive.  
Deduction Check# 114349 thru deduction check# 114353 inclusive.  
Payroll Check # 92960 thru payroll check # 92962 inclusive.  
Listing total \$ 948.88  
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 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 1<sup>st</sup> day of August, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

<u>Donald E. Holliday</u> Donald E. Holliday, Chair	<u>Georgia Otero Kirkham</u> Georgia Otero Kirkham, Vice Chair
<u>Mary Andersen</u> Mary Andersen, Commissioner	<u>Rdn Gentry</u> Rdn Gentry, Commissioner
<u>Lawrence Romero</u> Lawrence Romero, Commissioner	

ATTEST:

Sally Perea  
Sally Perea, County Clerk

(EXHIBIT I)

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 July 18, 2012 covering vendor bills processed on the above date.  
Check # 114286 to 114348 inclusive, for the total of \$53,364.10.

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 1st day of August, 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 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 July 19, 2012 covering vendor bills processed on the above date.  
Check # 114354 inclusive, for the total of \$18,500.

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 1st day of August, 2012.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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

*Lawrence B. Romero*  
\_\_\_\_\_  
Lawrence B. 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 K)

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 July 25, 2012 covering vendor bills processed on the above date.

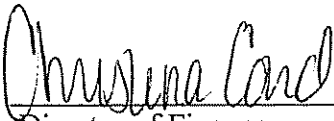
Check # 114355 to 114428 inclusive, for the total of \$1,167,443.21.

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.

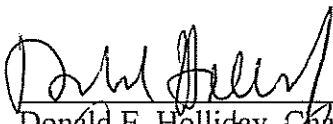
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

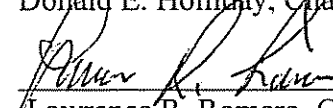
Recommended:

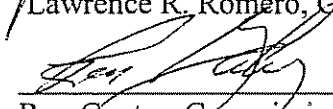
  
\_\_\_\_\_  
Director of Finance

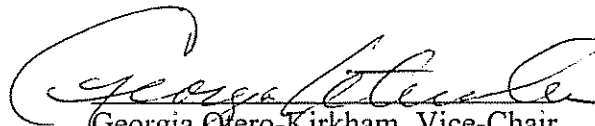
Done this 1st day of August, 2012.

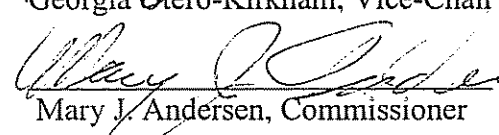
VALENCIA COUNTY BOARD OF COMMISSIONERS

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

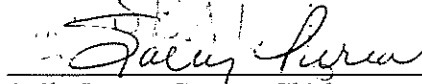
  
\_\_\_\_\_  
Lawrence R. Romero, Commissioner

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

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

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

ATTEST:

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

(EXHIBIT L)

Sally Perea  
County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
July 27, 2012 covering payroll process on the above date.  
Direct Deposit Check 26196 thru direct deposit check# 26395 inclusive.  
Deduction Check# 114430 thru deduction check# 114459 inclusive.  
Payroll Check # 92964 thru payroll check # 93034 inclusive.  
Listing total \$ 385,777.55  
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.

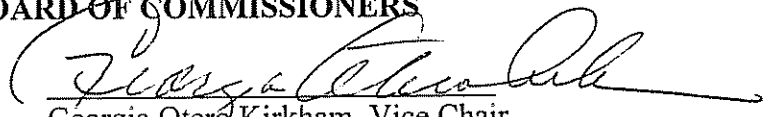
Recommended:

  
Christina Card, Finance Administrator

Done this 1<sup>st</sup> day of August, 2012

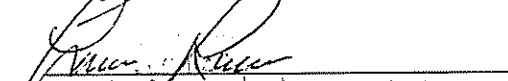
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
Donald E. Holliday, Chair

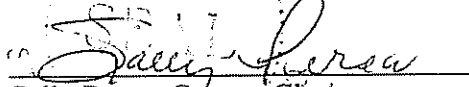
  
Georgia Otero Kirkham, Vice Chair

  
Mary Andersen, Commissioner

  
Ron Gentry, Commissioner

  
Lawrence Romero, Commissioner

ATTEST:

  
Sally Perea, County Clerk

(EXHIBIT M)