



August 15, 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:

August 1, 2012 (Regular Business Meeting)

A handwritten signature in dark ink, appearing to read "Donald Holliday".

PRESENTATION(S)

- 5) Presbyterian Healthcare Services Market Assessment: *PHS/Jim Hinton and Lauren Cates*

DISCUSSION (Non-Action) ITEM(S)

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 6) Consideration of Indigent Report / Appeal: Bruce Swingle / Barbara Baker

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

- 7) Consideration to approve a Proclamation for First Choice Community Healthcare Inc. (FCCH):
Bruce Swingle
- 8) Consideration of Ordinance 2012-_____ Restricting through traffic on North Rio del Oro Rd, East of Manzano Expressway to Valencia high School: *Jacobo Martinez*
- 9) Consideration of Amendment 1 to Cooperative Agreement for Manzano Expressway: *Jacobo Martinez*
- 10) Consideration of Litter Control & Beautification Grant with New Mexico department of Tourism:
Jacobo Martinez
- 11) Consideration to amend the Zoning Map from C-1 to C-2 at 2975 Hwy 47, Los Lunas: *Jacobo Martinez*
- 12) Consideration to invest 1.5 million dollars in certificates of deposit with the local depository providing the highest interest rate: *Dorothy Lovato*

FINANCIAL MATTERS:

BOOK 073 PAGE 515

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

14) Approval of 4th qtr Financial Reports. CC

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

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

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

NEXT COMMISSION MEETING:

♦ **September 5, 2012 – Business Meeting @ 9:30 A.M.**

Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

August 15, 2012

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

- 1) The meeting was called to order by Chairman Holliday at 9:30 A.M.
- 2) Chairman Holliday led the Pledge of Allegiance.
- 3) **Approval of Agenda**
Commissioner Romero moved for approval of the agenda. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.
- 4) **Approval of Minutes: August 1, 2012 Regular Business Meeting.**
Commissioner Otero-Kirkham moved for approval of the minutes of August 1, 2012 Regular Business Meeting. Seconded by Commission Romero. Motion carried unanimously.

PRESENTATION(S)

- 5) **Presbyterian Healthcare Services Market Assessment: PHS/Jim Hinton / Lauren Cates.**

Jim Hinton CEO of Presbyterian Healthcare Services, Lauren Cates and local physician Rick Madden have come before the commission to give an overview of healthcare in the United States, New Mexico and Valencia County. Mr. Hinton said you may not be aware but they have been actively involved with individuals organizing the hospital efforts here in Valencia County since the mill levy was passed in 2006. It is important for him to say this because he heard at times that maybe Presbyterian was not actively engaged in the discussion in Valencia County. He and Dr. Paul Roth from the University of New Mexico have been involved and have jointly assessed the clinical needs in Valencia County. This is the first time they have had a formal opportunity to speak and address the commission. He can assure everyone that they have been actively involved in looking at the Mill Levy and looking at the needs that exist in Valencia County. Healthcare at this time is going through some extremely challenging times and healthcare today is dramatically different than it was a few short years ago. The vast majority of healthcare services in this country are now being delivered in an outpatient setting. Healthcare is radically different than it's ever been and hospitals, as everyone has known them historically, are very different types of facilities than they have ever been. The reason people go to hospitals these days is because they are really sick and require intensive care unit with ventilators and full time pulmonary intensive medicine physicians or they are pregnant and are about to deliver a baby. The outpatient side of healthcare is absolutely exploding. Most of the growth that they see in their organization is more of the outpatient type area. They have done a thorough assessment of Valencia County and have taken a look of the healthcare needs of Valencia County.

Ms. Cates shared the data that they had gathered which talks about the health councils that the state had put together to identify needs. The top needs that the state have identified for Valencia County are priorities addressing teen pregnancy, unplanned pregnancy, substance abuse, underage drinking and access to healthcare. The way access to healthcare is looked at is the number of primary care physicians that exist in the county compared to the number of residents. Primary care is really the foundation for healthcare for everyone. There are primary care providers in Valencia County in addition to Presbyterian and others but it's not enough to

adequately serve the needs. There are significant opportunities, primary care, urgent care and emergency care, in many areas to provide better access for healthcare for Valencia County residents. Presbyterian needs to invest differently in the county and they would like to talk about how they could partner with the commission in a way to help impact and have a positive impact on the residents and their healthcare needs. Commissioner Otero-Kirkham asked Mr. Hinton if the commission were to give Presbyterian the mill levy funds, which they estimate to be between \$20,000,000.00 - \$22,000,000.00, what would they do with it.

Mr. Hinton said assuming that there were no restrictions placed upon the use of the funds, he would aggressively expand primary care services, urgent care services, behavioral healthcare services and he would address the issue that Valencia County has which is a horrible issue, Valencia County has a high rate of teen pregnancy and these young women are not taking advantage of prenatal care and have a 40% newborn intensive care admission rate for babies delivered from Valencia County residents. In this day and age this is a huge problem for this county. Those problems don't get solved by hospitals, they get solved by physicians, obstetricians, primary care services, nurses and others that can help young women have a healthier pregnancy.

Commissioner Gentry said he doesn't want to send a message that the commission is starting to negotiate this mill levy for any other reason since it's already been litigated and he finds great interest in the stats of Valencia County. It's been his understanding that Presbyterian has always said they don't believe a hospital is appropriate for Valencia County, per letter form by Mr. Hinton. Presbyterian has been on board working with individuals since the mill levy passed to provide healthcare. Mr. Hinton said they were actively engaged with the Health Commons Group. They were trying to determine if between UNM Hospital and Presbyterian Hospital, the two largest New Mexico based systems, could put something together. UNM did an independent study and reached the same conclusion that Presbyterian Hospital did, that a hospital facility in the traditional sense was probably not viable in Valencia County.

Commissioner Andersen said she was recently asked if sole community provider funds go away, what does that do to Presbyterian small hospitals.

Mr. Hinton said that would be devastating. Anyone building a hospital in a community the size of Valencia County has to make the assumption that there will be ongoing mill levy support because it is very, very expensive. Without those funds they would not be able to run those hospitals.

DISCUSSION (Non-Action) ITEM(S)

Valencia County Manager Bruce Swingle introduced and welcomed Valencia County's new Finance Director Nick Telles.

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

Commissioner Otero-Kirkham moved to convene as the Indigent Claims Board. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit A)

5. Consideration of Indigent Report/Appeal-Bruce Swingle / Barbara Baker

Mr. Swingle presented the Indigent Claims from July 5, 2012 – August 2, 2012 and request approval of \$81,571.38.

Commissioner Andersen moved for approval. Second by Commission Otero-Kirkham. Motion carried unanimously. (See Exhibit A)

Mr. Swingle presented an appeal for Deborah Bunds in the amount of \$2,109.80 and requested approval of \$1,624.54 to be paid to UNM Health Sciences Center.

(See Exhibit B)

Mr. Swingle presented an appeal for inmate Ruben Davis in the amount of \$7,559.60 and requested approval of \$3,000.00 to be paid to Lovelace Medical Center.

(See Exhibit C)

Mr. Swingle presented an appeal for inmate Brian Trujillo in the amount of \$30.00 and requests approval of \$25.93 to be paid to Radiology Associates.

Commissioner Gentry moved for approval of all three appeals. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit D)

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Otero-Kirkham moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Andersen. Motion carried unanimously.

6) Consideration to Approve a Proclamation for First Choice Community Healthcare Inc. (FCCH) – Bruce Swingle.

First Choice CEO Bob DeFelice, Board Members Wilfred Otero, Paul Luna and First Choice Healthcare physician Dr. Evanko came before the commission requesting consideration of approval of a proclamation declaring September 9-15, 2012 as First Choice Community Care Week.

Commissioner Otero-Kirkham moved for approval proclaiming September 9-15, 2012 as First Choice Community Healthcare week. Second by Commissioner Gentry. Motion carried unanimously. (See Exhibit E)

7) Consideration of Ordinance 2012-03, Restricting Through Traffic on North Rio del Oro Rd. East of Manzano Expressway to Valencia High School – Jacobo Martinez.

County Attorney Dave Pato stated the ordinance before the commission is a permitting process by which an applicant would petition the Planning and Zoning director pursuant to a type (A) procedure for a permit that would allow them to haul along that road. As part of that permitting, a traffic study would be done to figure out when the safest times on that road would be. Commissioner Otero-Kirkham asked if this was included into the proposal. Mr. Pato said yes it's included.

Commissioner Otero-Kirkham moved for approval of the proposal. Seconded by Commissioner Andersen. Roll call vote. Commissioner Romero voted no. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted no. Chairman Holliday voted yes. Motion carried 3-2.

County Clerk Sally Perea announced Ordinance 2012-03. (See Exhibit F)

9) Consideration of Amendment #1 to Cooperative Agreement for Manzano Expressway – Jacobo Martinez.

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried 4-1. Commissioner Romero voted no. (See Exhibit G)

10) Consideration of Litter Control & Beautification Grant with New Mexico Department of Tourism – Jacobo Martinez.

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

11) Consideration to Amend the Zoning Map from C-1 to C-2 at 2975 Hwy 47, Los Lunas - Jacobo Martinez.

County Attorney Dave Pato stated he understands that there are some questions in respect to burdens of proof and understands that the Zoning Board places upon the applicant the burden of proof for satisfying the requirements of the zoning chapter and as part of that the amendment, zoning ordinance requires that an amendment be initiated by the owner of the property. The ownership of the property is an issue as he understands. If the Board determines that the applicant met it's burden of proof to reflect the ownership of the property, then you can move on to the next determination as to whether or not the zone change is appropriate given the circumstances. Here an additional concern is raised because the applicant is presented a contract that would be binding on him, heirs and assigns. If the court were to later award an equitable interest in the property to the Crespins, there may be a problem as to whether or not they are additionally bound by that contract. The Board will have to make a determination as to ownership of the property and then it can move on to determine whether or not the applicants met that burden of proof and then determine whether or not the zone change amendment is appropriate. The choices the Board has before them is this, they can find that the applicant has met the burden in respect to ownership and therefore make a determination to approve or deny the application. It can hold off pending the outcome of the district court decision as to the ownership of the property and as the commission heard from Mr. Jaramillo he will be challenging or seeking a preliminary injunction. The commission can find that they did not meet their burden in respect to ownership and deny the application on that fact.

Commissioner Gentry moved to approve the request and let them take up their issue in court. Seconded by Commissioner Andersen. Motion carried 4-1. Commissioner Holliday voted no.

12) Consideration to invest 1.5 Million Dollars in Certificates of Deposit with the Local Depository Providing the Highest Interest Rate – Dorothy Lovato.

Commissioner Andersen moved to convene as the Board of Finance. Seconded by Chairman Holliday. Motion carried unanimously.

Commissioner Gentry moved to deny the request and have the County Manager, Finance Director and the County Treasurer work this out with the ideas given to them by the commission. Seconded by Commissioner Andersen. Motion carried unanimously.

Commissioner Gentry moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

FINANCIAL MATTER(S):

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

Commissioner Otero-Kirkham moved for approval of Payroll / Warrants. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibits I-L)

14) Approval of 4th Quarter Financial Reports – Christina Card– RESOLUTION 2012-27
Commissioner Otero-Kirkham moved for approval. Seconded by Chairman Holliday. Motion carried unanimously. County Clerk Sally Perea announced Resolution 2012-27 (See Exhibit M)

PUBLIC COMMENTS:

Those members of the audience making comments were Valencia County residents Clarence Lucero, Michael Melendez, Bob Gostischa, James Crawford, Mike Wood, Mary Wood and James Fischer.

NEXT COMMISSION MEETING:

The next Business Meeting of the Valencia County Board of County Commission will be held on September 5, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

Adjournment:

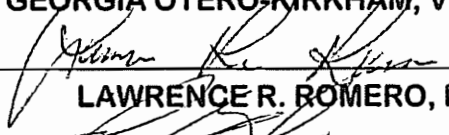
Commissioner Gentry moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. **TIME: 11:45 A.M.**

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the August 15, 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

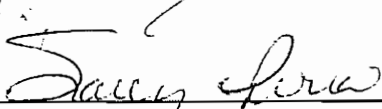

GEORGIA OTERO-KIRKHAM, VICE-CHAIR


LAWRENCE R. ROMERO, MEMBER


RON GENTRY, MEMBER


MARY J. ANDERSEN, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK

9-5-2012
DATE

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	71190	10791	1,245.40	845.40	400.00
UNM Health Sciences Center	212731327	10791	3,943.10	943.10	3,000.00
Living Cross Ambulance Service	66947	10792	1,341.51	1,341.51	0.00
Living Cross Ambulance Service	68559	10792	1,341.51	1,341.51	0.00
UNM Health Sciences Center	207208877	10793	1,515.10	1,515.10	0.00
Living Cross Ambulance Service	69243	10794	103.38	103.38	0.00
Living Cross Ambulance Service	68882	10795	103.38	7.38	96.00
Living Cross Ambulance Service	67215	10796	103.38	103.38	0.00
Living Cross Ambulance Service	68325	10797	103.38	103.38	0.00
Living Cross Ambulance Service	68326	10798	103.38	103.38	0.00
UNM Health Sciences Center	210196010	10799	5,394.20	5,394.20	0.00
Living Cross Ambulance Service	68881	10800	103.38	103.38	0.00
Living Cross Ambulance Service	68549	10801	1,126.68	1,126.68	0.00
Living Cross Ambulance Service	66941	10802	1,163.02	1,163.02	0.00
Living Cross Ambulance Service	67054	10803	1,478.81	1,478.81	0.00
Living Cross Ambulance Service	68038	10803	1,396.42	1,396.42	0.00
Living Cross Ambulance Service	67056	10804	1,355.24	1,355.24	0.00
Living Cross Ambulance Service	67705	10805	1,300.82	1,300.82	0.00
TOTALS			23,222.09	19,726.09	3,496.00

(EXHIBIT A)

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	67707	10806	1,286.59	1,286.59	0.00
Living Cross Ambulance Service	67115	10807	1,355.24	1,355.24	0.00
Living Cross Ambulance Service	68655	10808	1,016.84	1,016.84	0.00
Living Cross Ambulance Service	68140	10809	1,410.16	1,410.16	0.00
Presbyterian Hospital	001097288-2062	10810	1,563.00	1,563.00	0.00
Presbyterian Hospital	001068000-2072	10811	59,769.37	59,769.37	0.00
Living Cross Ambulance Service	66552	10812	1,112.95	712.95	400.00
UNM Health Sciences Center	209864099	10812	1,270.25	292.15	978.10
Presbyterian Hospital	020674669-2104	10813	18,024.24	18,024.24	0.00
Living Cross Ambulance Service	68263	10814	1,121.83	1,121.83	0.00
Living Cross Ambulance Service	67239	10815	1,236.52	1,236.52	0.00
Living Cross Ambulance Service	67386	10816	1,272.86	872.86	400.00
UNM Health Sciences Center	210354734	10816	841.80	193.61	648.19
Living Cross Ambulance Service	71571	10817	1,286.59	886.59	400.00
UNM Health Sciences Center	213048051	10817	3,200.45	736.10	2,464.35
UNM Health Sciences Center	209611888	10818	5,309.20	5,309.20	0.00
UNM Health Sciences Center	211173752	10818	9,738.75	9,738.75	0.00
Living Cross Ambulance Service	67983	10819	1,286.59	886.59	400.00
TOTALS			112,103.23	106,412.59	5,690.64

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Lovelace Medical Center	P12186-00081	10819	10,250.00	7,250.00	3,000.00
Presbyterian Hospital	001006962-2016	10820	1,653.75	380.36	1,273.39
Living Cross Ambulance Service	67971	10821	1,355.24	955.24	400.00
Living Cross Ambulance Service	68814	10821	103.38	7.38	96.00
UNM Health Sciences Center	210782132	10821	2,936.00	675.28	2,260.72
UNM Medical Group	17111651	10821	444.00	236.30	207.70
Living Cross Ambulance Service	64922	10822	1,327.78	927.78	400.00
Presbyterian Hospital	001128161-2138	10823	6,460.20	3,460.20	3,000.00
UNM Health Sciences Center	209712413	10824	4,215.00	4,215.00	0.00
Living Cross Ambulance Service	67385	10825	103.38	103.38	0.00
Living Cross Ambulance Service	66298	10826	989.38	989.38	0.00
Living Cross Ambulance Service	70779	10827	1,396.43	1,396.43	0.00
Presbyterian Hospital	020484698-2085	10828	24,634.46	24,634.46	0.00
Living Cross Ambulance Service	70801	10829	1,231.67	831.67	400.00
UNM Health Sciences Center	210702387	10830	10,747.70	7,747.70	3,000.00
Presbyterian Hospital	000444402-2144	10831	1,766.00	766.00	1,000.00
Living Cross Ambulance Service	70809	10831	961.92	561.92	400.00
Presbyterian Hospital	000444402-2146	10831	5,034.00	3,034.00	2,000.00
TOTALS			75,610.29	58,172.48	17,437.81

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Albuquerque Ambulance	12042291	10831	630.00	230.00	400.00
UNM Health Sciences Center	207052382	10832	1,579.70	363.34	1,216.36
Living Cross Ambulance Service	71800	10833	1,204.21	804.21	400.00
Lovelace Medical Center	P1217400668	10833	2,290.00	526.70	1,763.30
UNM Health Sciences Center	208798397	10834	16,500.35	16,500.35	0.00
Presbyterian Hospital	001003671-2146	10835	6,773.00	3,773.00	3,000.00
Lovelace Medical Center	P121800152	10836	22,621.00	19,621.00	3,000.00
Living Cross Ambulance Service	66723	10837	1,176.75	1,176.75	0.00
UNM Health Sciences Center	209672740	10838	49,353.50	49,353.50	0.00
Living Cross Ambulance Service	70380	10839	1,112.95	1,112.95	0.00
UNM Health Sciences Center	210154407	10840	69,459.70	69,459.70	0.00
UNM Health Sciences Center	212039879	10841	1,156.00	1,156.00	0.00
Living Cross Ambulance Service	69912	10842	1,245.40	845.40	400.00
UNM Health Sciences Center	211975628	10842	34,514.27	31,514.27	3,000.00
UNM Health Sciences Center	210484911	10843	24,093.50	21,843.50	2,250.00
UNM Health Sciences Center	210975769	10843	3,359.80	2,609.80	750.00
UNM Health Sciences Center	211102371	10844	105,362.30	102,362.30	3,000.00
UNM Health Sciences Center	212038137	10845	22,264.60	22,264.60	0.00
TOTALS			364,697.03	345,517.37	19,179.66

VALENCIA COUNTY COMMISSION MEETING

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

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	209925569	10846	10,427.00	7,427.00	3,000.00
Lovelace Medical Center	Q1219400692	10847	2,523.00	580.29	1,942.71
Lovelace Medical Center	Q1219600034	10847	2,380.00	1,322.71	1,057.29
UNM Health Sciences Center	211418769	10848	44,808.61	44,808.61	0.00
Presbyterian Hospital	001178569-2102	10849	5,862.36	2,862.36	3,000.00
Presbyterian Hospital	020788756-2066	10850	37,530.00	37,530.00	0.00
Living Cross Ambulance Service	68997	10851	1,135.56	1,135.56	0.00
Living Cross Ambulance Service	68708	10852	1,176.75	776.75	400.00
UNM Health Sciences Center	211217518	10852	35,153.55	33,153.55	2,000.00
UNM Health Sciences Center	211349006	10852	7,015.20	6,015.20	1,000.00
Living Cross Ambulance Service	69152	10853	948.19	548.19	400.00
Presbyterian Hospital	020798986-2133	10854	6,866.81	6,866.81	0.00
Presbyterian Hospital	020798986-2134	10854	64,907.45	64,907.45	0.00
UNM Health Sciences Center	209846336	10855	3,185.00	732.55	2,452.45
Living Cross Ambulance Service	69581	10856	1,176.75	776.75	400.00
Lovelace Medical Center	P1212300578	10856	38,583.00	35,583.00	3,000.00
UNM Health Sciences Center	210456679	10857	7,221.10	4,221.10	3,000.00
UNM Health Sciences Center	213482367	10858	14,301.35	11,301.35	3,000.00
TOTALS			285,201.68	260,549.23	24,652.45

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	70146	10859	103.38	7.38	96.00
Living Cross Ambulance Service	67033	10860	1,245.40	1,245.40	0.00
UNM Health Sciences Center	213046063	10861	92,538.40	90,038.40	2,500.00
UNM Health Sciences Center	212635593	10861	881.15	381.15	500.00
Living Cross Ambulance Service	82636	10862	1,368.97	968.97	400.00
UNM Health Sciences Center	213931769	10862	9,181.50	6,181.50	3,000.00
Lovelace Medical Center	P1219400652	10863	3,851.00	885.73	2,965.27
Presbyterian Medical Group	BL10068588251	10864	107.00	81.07	25.93
Radiology Associates	12716238	10864	30.00	4.07	25.93
Lovelace Medical Center	P1136400300	10865	2,315.00	2,315.00	0.00
Presbyterian Medical Group	892956	10866	315.00	191.22	123.78
Presbyterian Medical Group	BL10070386390	10867	107.00	81.03	25.97
Presbyterian Medical Group	BL10071016030	10867	107.00	81.03	25.97
Presbyterian Medical Group	BL10071265800	10867	107.00	81.03	25.97
Living Cross Ambulance Service	67213	10868	948.19	948.19	0.00
Living Cross Ambulance Service	69144	10868	1,181.60	1,181.60	0.00
Presbyterian Hospital	001121676-2075	10868	2,770.68	2,770.68	0.00
Presbyterian Hospital	020783919-2093	10869	41,385.14	41,385.14	0.00
TOTALS			158,543.41	148,828.59	9,714.82

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	020783919-2144	10869	28,851.20	28,851.20	0.00
Living Cross Ambulance Service	68255	10870	103.38	103.38	0.00
Living Cross Ambulance Service	71806	10871	1,327.78	927.78	400.00
Presbyterian Hospital	001108720-2176	10871	29,013.00	28,013.00	1,000.00
Subtotal			59,295.36	57,895.36	1,400.00
Total			1,078,673.09	997,101.71	81,571.38
Valencia County Commissioners					

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

Dad Hall
Mary Ellen
Maggie
John
Diana



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker 'BAB'

Subj: Deborah Bunds - Indigent Appeal

Deborah Bunds has requested an Indigent Appeal for the Indigent Denial of July 18, 2012 for her UNM Health Sciences Center bill. Ms. Bunds was denied as she did not respond to the letter sent to her. Ms. Bunds was having medical problems with her eyes and had difficulty keeping up with her mail..

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$2,109.80. If approved the amount being paid to UNM Health Sciences Center would be \$1,624.54.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

A handwritten signature in black ink, appearing to read "Donald E. Holliday".

Donald E. Holliday, Chair

A handwritten signature in black ink, appearing to read "Georgia Otero-Kirkham".

Georgia Otero-Kirkham, Co-Chair

A handwritten signature in black ink, appearing to read "Mary J. Andersen".

Mary J. Andersen

A handwritten signature in black ink, appearing to read "Ron Gentry".

Ron Gentry

A handwritten signature in black ink, appearing to read "Lawrence R. Romero".

Lawrence R. Romero

ATTESTED BY:

A handwritten signature in black ink, appearing to read "Sally Perea".
SEP 10 2012
CLERK OF COUNTY

Sally Perea, Valencia County Clerk

(EXHIBIT B)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker \ DAB

Subj: Indigent Appeal - Ruben Davis - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Ruben Davis on July 18, 2012. Mr. Davis was denied as the bill from Lovelace Medical Center in the amount of \$7,559.60 was received over the 90 day limit.

I would like to recommend approval of the Lovelace Medical Center bill. If approved the amount being paid to Lovelace Medical Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Mary J. Andersen

Ron Gentry

Ron Gentry

Lawrence R. Romero

Lawrence R. Romero

ATTESTED BY:

Sally Perea

Sally Perea, Valencia County Clerk

(EXHIBIT C)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Indigent Appeal – Brian Trujillo - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Brian Trujillo on July 18, 2012. Mr. Trujillo was denied as the bill from Radiology Associates in the amount of \$30.00 was received over the 90 day limit.

I would like to recommend approval of the Radiology Associates bill. If approved the amount being paid to Radiology Associates would be \$25.93.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Mary J. Andersen

Ron Gentry

Ron Gentry

Lawrence R. Romero

Lawrence R. Romero

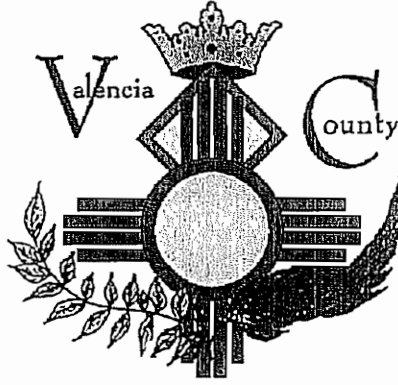
ATTESTED BY:

Sally Perea
Sally Perea, Valencia County Clerk

BOOK 672

PAGE 530

(EXHIBIT D)



Proclamation for First Choice Community Healthcare, Inc.

WHEREAS, First Choice Community Healthcare, Inc., a federally qualified, joint commission accredited health care delivery system, was established in 1972 as Albuquerque Family Health Center in the South Valley of Albuquerque, and

WHEREAS, Valencia County and First Choice have partnered to provide access to primary care and create a permanent health care home for the residents of Valencia County; and

WHEREAS, First Choice is governed by a community-based, volunteer board of directors that reflects the ethnic, racial and economic diversity of the communities in which First Choice is located, and more than fifty percent of the board members are users of First Choice services; and

WHEREAS, First Choice operates eight health centers strategically located in Albuquerque, Los Lunas, Belen and Edgewood and one school-based health clinic located at Rio Grande High School in the South Valley of Bernalillo County; and

WHEREAS, First Choice employs over three hundred thirty individuals, seventy of whom are licensed providers of health care, including physicians, dentists, nurse practitioners, physician assistants, dental hygienists and behaviorists; and

WHEREAS, in response to the need to increase access to primary care services in the mid-Rio Grande valley of central New Mexico, First Choice has doubled its capacity to serve over the last five years including a new South Valley Health Commons, a new South Broadway Health Center and a new Los Lunas Family and Community Health Center; and

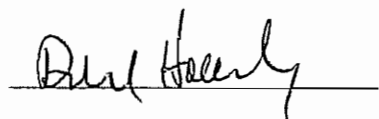
WHEREAS, First Choice has been recognized nationally as a leader and innovator in primary care health service delivery "model" development as well as being voted the 2010 Community Health Center of the year by the membership of the New Mexico Primary Care Association; and

WHEREAS, Valencia County recognizes the value and contributions that have been provided by First Choice Community Healthcare Inc. for the last forty years.

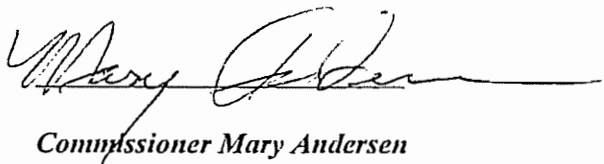
BE IT PROCLAIMED THAT THE COMMISSION, THE GOVERNING BODY OF VALENCIA COUNTY, HEREBY PROCLAIMS SEPTEMBER 9TH THROUGH THE 15TH AS FIRST CHOICE COMMUNITY HEALTHCARE WEEK AND CONGRATULATES THEM ON FORTY YEARS OF SERVICE.

DONE, this 15th day of August, 2012, in Valencia County, State of New Mexico.

ATTESTED BY BOARD OF COMMISSIONERS:



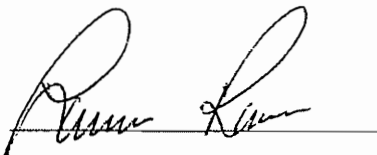
Commissioner Donald E. Holliday, Chairman



Commissioner Mary Andersen



Commissioner Georgia Otero-Kirkham

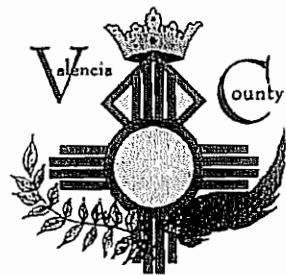


Commissioner Lawrence R. Romero



Commissioner Ron Gentry

VALENCIA COUNTY, NEW MEXICO
POST OFFICE BOX 1119
444 LUNA AVENUE
LOS LUNAS, NEW MEXICO 87031



VALENCIA COUNTY ORDINANCE

ORDINANCE 2012- 03

An Ordinance

**Restricting Through Truck Traffic on North Rio del Oro Road, East
of Manzano Expressway to Valencia High School**

in Valencia County

Adopted by the Board of County Commissioners

On _____

Effective on _____

(EXHIBIT F)

ORDINANCE No. 2012- 03

**ORDINANCE RESTRICTING THROUGH TRUCK TRAFFIC ON
NORTH RIO DEL ORO ROAD, EAST OF MANZANO EXPRESSWAY
TO VALENCIA HIGH SCHOOL IN VALENCIA COUNTY**

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, the Board of County Commissioners of the County of Valencia has determined that the health, safety and general welfare of the residents of Valencia County would best be served by the adoption of an Ordinance restricting through truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County.

NOW THEREFORE, BE IT ORDAINED that the Board of County Commissioners of the County of Valencia adopts an Ordinance restricting through truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County, as follows:

ARTICLE I. FINDINGS AND INTENT.

The Board of County Commissioners of Valencia County finds that truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County poses a significant risk to the health and safety of inhabitants of Valencia County, and in particular the safety of the High School Students at Valencia High School. The Board of County Commissioners of Valencia County further finds that the truck traffic along this road constitutes a nuisance, producing vibrations, dust, and inflicts substantial damage upon the road. The Board of County Commissioners of Valencia County further finds that this Ordinance is remedial in nature, and designed to protect occupants of Valencia County. The Board of County Commissioners of Valencia County further finds this Ordinance to be the most narrowly tailored means of furthering compelling governmental interests.

ARTICLE II. SHORT TITLE.

This Ordinance shall be referred to as the "North Rio Del Oro Road Truck Traffic Restriction Ordinance."

ARTICLE III. DEFINITIONS.

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED EMERGENCY VEHICLE means any fire department vehicle, police vehicle, ambulance and any emergency vehicles operated by the State of New Mexico, a municipality or County or operated by a public utility.

GROSS VEHICLE WEIGHT means the weight of a vehicle inclusive of any load.

SCHOOL BUS means any motor vehicle operating under the authority of a Board of Education or private or parochial school interests that is used to transport children, students or teachers to or from schools or to and from any school activity, but not including any vehicle:

(1) operated by a common carrier, subject to and meeting all requirements of the public regulation commission but not used exclusively for the transportation of pupils;

(2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the public regulation commission but is not used exclusively for the transportation of pupils; or

(3) operated as a per capita feeder as defined in NMSA 1978, Section 22-16-6.

TRUCK means every motor vehicle designed, used or maintained primarily for the transportation of property.

TRAILER means any vehicle, without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no significant part of its weight rests upon the towing vehicle.

SOLID WASTE TRUCK means any vehicle specifically designed to collect and transport solid waste or recyclables.

ARTICLE IV. GENERAL PROVISION AND OFFENSE.

Restricted Traffic.

A. Trucks and Truck Trailers, with a gross vehicle weight of five (5) tons or more, are prohibited from using North Rio Del Oro Road, east of Manzano Expressway to Valencia High School without a permit.

B. This Ordinance shall not apply to travel of a solid waste truck or truck trailer which is delivering to a local resident.

C. This Ordinance shall not apply to authorized emergency vehicles, government or utility vehicles, service and transportation vehicles, and school buses.

ARTICLE V. PERMITTING PROCESS.

A. Any person may apply to the County Planning and Zoning Department ("the Department") for a permit providing for an appropriate exemption for the above-prohibited trucks and trailers, subject to the Type A application procedure set forth in § 154.075. Any such permit may designate the route to be traversed and contain other reasonable restrictions or conditions deemed necessary by the Department. The permit shall be carried on all permitted vehicles, and shall be open to inspection by any code enforcement officer or duly authorized and commissioned law enforcement officer.

B. To obtain a permit, an applicant must submit a permit application to the Department, which shall include all information required by the Department, and not limited to vehicle identification and owner/operators, vehicle weights, local weights, materials carried, route to be followed to the site, duration of activity (beginning date and end date), frequency of trips and times of operation. The applicant shall pay a permit fee to be established by the Board of County Commissioners, but in no event shall the fee be less than \$50.

C. The Department may require the applicant to submit documentation (including, but not limited to photographs and videos of the condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic as a condition of the permit so that the Department may make a determination as to any restrictions that may reasonably need to be imposed.

D. If, upon review by the Department, a violation of any condition imposed in granting the permit is found, the Department shall inform the applicant by registered letter and first class mail of the violation and require compliance within 30 days. If the permittee does not achieve compliance within 30 days of the mailing of the letter, the permit may be revoked at the discretion of the Department.

ARTICLE VI. OBLIGATIONS OF VALENCIA COUNTY.

A. The Valencia County Public Works Department shall forward a copy of this Ordinance to the New Mexico State Motor Transportation Division of the Department of Public Safety.

B. The Valencia County Public Works Department shall install weight limitation signs appropriately and conspicuously on the affected portion of North Rio Del Oro Road.

ARTICLE VII. ENFORCEMENT.

Enforcing Entity. The Valencia County Sheriff's Department (hereafter, "Sheriff's Department") or any duly authorized and commissioned law enforcement officer shall enforce the provisions of this Ordinance.

ARTICLE VIII. IMMUNITY.

Nothing in this Ordinance creates a cause of action against the Board of County Commissioners of the County of Valencia not already authorized under existing law. Without limitation, the Board of County Commissioners of the County of Valencia is not liable to any person harmed who claims that enforcement of this Ordinance may have prevented the harm.

ARTICLE IX. PENALTY.

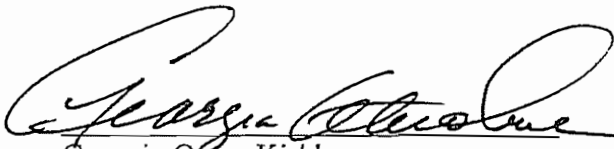
Any person who operates a truck and/or truck trailer, with a gross vehicle weight of five (5) tons or more, over North Rio Del Oro Road, east of Manzano Expressway to Valencia High School without a permit in violation of this Ordinance shall, upon conviction, be subject to a fine not exceeding \$300 or by imprisonment not exceeding 90 days or both. The Board of County Commissioners of the County of Valencia is also entitled to injunctive relief to enforce the provisions of this Ordinance.

ARTICLE X. SAVINGS CLAUSE.

If any article, section paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2012.


BOARD OF COMMISSIONERS OF VALENCIA COUNTY




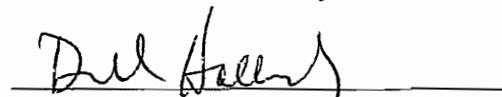
Georgia Otero-Kirkham,
Chair, District II



Mary J. Andersen
Vice-Chair, District I

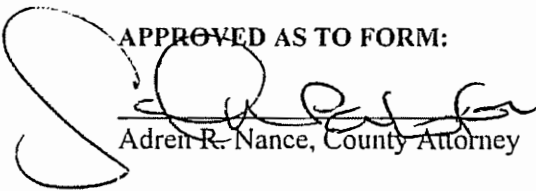

Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV



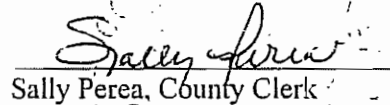
Donald E. Holliday
Commissioner, District V

APPROVED AS TO FORM:



Adren R. Nance, County Attorney

ATTEST BY:



Sally Perea, County Clerk

Contract Number	<u>D13417/1</u>
Vendor Number	<u>0000054407</u>
Control Number	<u>3100240</u>

**FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT**

This Amendment is made and entered into this ____ day of _____, 2012, by and between the New Mexico Department of Transportation (Department) and the County of Valencia (County), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the County entered into a Cooperative Project Agreement on March 11, 2011, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 12, Section Twenty One, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, Valencia County requested that the DOT amend the agreement to make a change to the scope of work to remove Dehann to NM 47 of the description. The termination date will remain the same; and,

Whereas, the Department and the County agree that the original Cooperative Project Agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Page 1 Section Two, Paragraph 1 delete in its entirety and insert the following:
 1. The total funding for Project Control No.3100240, is Eight Hundred Sixty Nine Thousand Eight Hundred Fifty One Dollars (\$869,851) to be funded as follows:

A.	<u>2010/2011 STP Demo ID NM099 (STP) Funds</u>	
	<u>Department's 100% share</u>	\$869,851
	Planning, design and construction of Manzano Expressway from Van Camp Blvd. to South Rio Del Oro Loop.	
B	<u>The Total Project Funding</u>	<u>\$869,851</u>

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

(EXHIBIT G)

BOOK 073 PAGE 559

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Deputy Secretary

Date: _____

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Cynthia A. Clark
Assistant General Counsel

Date: 7-9-12

COUNTY OF VALENCIA

By: D. Hall
Chairman of County Commission

Date: _____

ATTEST

By: Tally Riera
County Clerk

Date: Aug 15, 2012

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: [Signature]
County Attorney


Date: 8/15/12


August 15, 2012

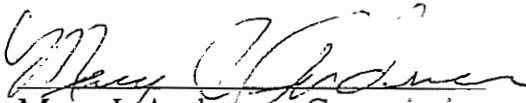
Amendment 1 to Cooperative Project Agreement CN: 3100240

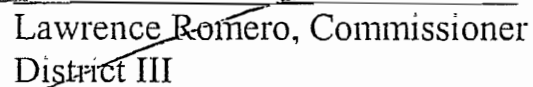
**APPROVED, ADOPTED AND PASSED ON THIS 15th DAY OF
August 2012.**

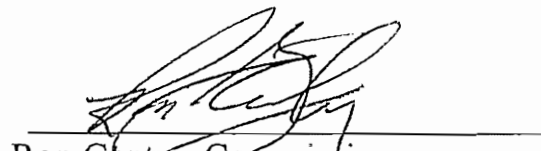
BOARD OF COUNTY COMMISSION


Donald E. Holliday, Chair
District V


Georgia Otero-Kirkham, Vice Chair
District II


Mary J. Andersen, Commissioner
District I


Lawrence Romero, Commissioner
District III

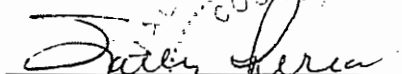

Ron Gentry, Commissioner
District VI

APPROVED AS TO FORM BY COUNTY ATTORNEY


County Attorney

8/15/12
Date

ATTEST:


Sally Perea, County Clerk

Contract Number	<u>D13417</u>
Vendor Number	<u>0000054407</u>
Control Number	<u>3100240</u>

COOPERATIVE PROJECT AGREEMENT

This Agreement is made and entered into this 11th day of March, 2011, by and between the New Mexico Department of Transportation (Department) and the County of Valencia (County), collectively referred to as the "Parties."

In consideration of the covenants contained herein and pursuant to NMSA 1978, § 67-3-28, the Parties agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the County for a transportation project described in the County's Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). This Project is referred to interchangeably as "Project" or "Project Control No. 3100240." The Project is a joint and coordinated effort for which the Department and the County each have authority or jurisdiction.

SECTION TWO: FUNDING

- 1. The total funding for Project Control No. 3100240, is Eight Hundred Sixty Nine Thousand Eight Hundred Fifty One Dollars (\$869,851) which will be shared by the Parties as follows:
 - A. 2010/2011 STP Demo ID NM099 (STP) Funds
Department's 100% share \$869,851
Planning, design and construction of Manzano Expressway from Van Camp Blvd to South Rio Del Oro Loop and from Dehann to NM 47.
 - B. The Total Project Funding \$869,851
- 2. The County shall pay all Project costs that exceed the total funding amount specified in this section.
- 3. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the County's Engineer's Estimate of Probable Cost. The engineer's estimate shall be submitted to the Department's Regional Division Manager or Designee prior to the PS&E Review pursuant to 23 CFR Part 630B.
- 4. After the project is advertised, bids shall be submitted to the Department's Regional Division Manager or Designee, who will review and determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The County's approved responsive low bid for the project, including

IN
WITNESS
WHEREOF
PAGE
BOOK 072

approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.

5. The County may *not* add additional work to Project Control No. 3100240 after the contract has been let. State and federal law do not allow additional work to be added to a project as a change order unless such work could not have been reasonably anticipated at the time of letting. If the County wishes to add work they may choose to either: (1) reject all bids (when the contract has not been awarded) and re-advertise with the new specifications; or, (2) advertise the extra work so that the work may be competitively bid.
6. "This Agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and,
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>."

SECTION THREE: METHOD OF PAYMENT--REIMBURSEMENT

The Department's District Office shall reimburse the County upon receipt of payment requests for the purposes stated in Section Two, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices shall be submitted monthly to the Department District Office. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the County for corrections.

The Department's District Office will not reimburse the County for costs incurred prior to the full execution of the Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9. Final payment requests shall be submitted to the Department's District Office within six months of completion of the project and prior to the termination date identified within Section Nineteen.

SECTION FOUR: COUNTY SHALL

1. Be the lead agency for the Project.
2. Use the Project Control Number in all correspondence and submittals to the Department.
3. Pay all costs, perform all labor, and supply all material for the Project.
4. Identify a Project Manager who shall be the single point of contact to the Department.

5. Adopt a written resolution of support for the Project, including, as appropriate, an assumption of ownership, liability, maintenance, related amenities, and the availability of required matching funds.
6. Obtain approval from the Department's Regional Division Manager or Designee of PS&E Package which includes the following:
 - a. Construction Plans;
 - b. Engineer's Estimate/Engineer's Opinion of Probable Cost;
 - c. Specifications; and,
 - d. Contract Book.
7. Obtain written authorization from the Department prior to advertising the Project for bids or performing work with the County's personnel, equipment, and /or resources.
8. Advertise, let, and supervise the construction of Project Control No. 3100240 using applicable federal, state or local requirements.
9. If the Project is to be put out for bid, prepare a final, detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price, and cost of the items based on the bid price.
10. If the Project will be built with County resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District Office.
11. Obtain Department agreement in awarding the bid.
12. Register and enter all required data into B2Gnow and LCPTracker programs and contractually require the prime contractor and subcontractors to do the same.
13. Submit reimbursement requests monthly in the Department's federal aid format to include details of the quantities allowed on various items of work.
14. Agree that the Department has the option to terminate this Agreement if the County's Certification Package is not received by the Department's Regional Division Manager or Designee by August 15th of the year in which the project funds are programmed. The Certification Package shall remain in the County's project file for five years and shall contain, as applicable, the following documents:
 - a. Signed Certification of Pre-Construction Phase (Appendix F-1);
 - b. Estimate of T/LGA Project Pay-Out (Appendix F-2);
 - c. The PS&E assembly;
 - d. Environmental clearance and certification documentation;
 - e. The State Historic Preservation Officer's approval;
 - f. Right of way certification documentation;
 - g. Utility certification documentation;
 - h. Intelligent Transportation Systems (ITS) certification documentation; and,
 - i. Railroad certification documentation.
15. Agree that if current federal fiscal year funding is not obligated by September 30th, this Agreement shall terminate. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the County cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.
16. Be responsible for preliminary engineering, environmental documentation, right-of-way activities, project development, utility coordination, project construction, and construction management and testing.

- a. Construction management and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
 - b. The County's award of contracts for construction management or inspection services must be pre-approved by the Department's Regional Division Manager or Designee.
 - c. If the County hires construction management or inspection services, County shall provide copies of any applicable task order, contract and supporting procurement documents to the Department's Regional Division Manager or Designee prior to the Project construction start date.
17. Be responsible for all applicable design, pre-construction and maintenance activity including, but not limited to the following:
- a. utility coordination and relocation;
 - b. drainage and storm drain design;
 - c. geotechnical design;
 - d. pavement design;
 - e. traffic design;
 - f. structural design;
 - g. environmental and archaeological clearances;
 - h. right-of-way mappings;
 - i. right-of-way acquisition;
 - j. hazardous materials site(s) and contamination investigations;
 - k. public involvement;
 - l. agency coordination;
 - m. permit application;
 - n. blading;
 - o. shaping;
 - p. snow removal;
 - q. gravel;
 - r. repair of washouts; and,
 - s. chip sealing.
18. Develop and execute the Project in accordance with the Department's current Tribal/Local Government Agency Handbook, Construction Procedures Handbook for Federal Aid Local Government Lead Projects, and the New Mexico Transportation Department's Office Procedures Manual.
19. Insure all designs comply with Appendix A, "Preliminary Engineering/Construction Engineering" to be performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, §§ 61-23-21 and 61-15-1.
20. Design the Project in accordance with Appendix C, "Design Standards," which is hereby incorporated in this Agreement.
21. Comply with Appendix D, "Survey and Right of Way Acquisition Requirements," which is hereby incorporated in this Agreement.
22. Comply with Appendix E, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.

23. Submit all required environmental documents to the Department's Environmental Section. The Department shall coordinate all activities related to environmental certifications through the FHWA.
24. Warrant, covenant, and agree that the County will comply with conditions and terms contained in Appendices A through F-2. The County will perform any and all applicable obligations contained herein.
25. Complete the environmental process in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and the Guidelines for Preparing Environmental Documents. This effort includes, but will not be limited to:
 - a. If applicable, be responsible for the Location Corridor Study, as described in Appendix B. Initiate and cause to be prepared, the Initial Corridor Analysis Report "Phase A Report," the Location Study Report "Phase B Report," and Environmental Documents "Phase C";
 - b. Submittal of a scope of work to the Department's Environmental Design Division to determine the level of effort needed for completing the environmental certification process;
 - c. If a cultural resources survey is required, the County shall submit the cultural resources report to the Department's Environmental Design Division;
 - d. Conducting and documenting hazardous materials investigations according to the Department's Environmental Geology Section's Hazardous Materials Assessment Handbook;
 - e. Conducting and documenting the appropriate public notifications and public involvement activities;
 - f. Submittal of the appropriate environmental documents by a qualified environmental professional to the Department's Environmental Design Division for certification. A qualified environmental professional shall be an individual with at least four years of full-time paid experience in environmental investigations, including analyzing and preparing documentation needed to meet FHWA approval requirements for NEPA related legislation;
 - g. Maintain on file all supporting documentation including social, economic and environmental evaluations, biological evaluations, wetland determinations, public involvement and agency coordination, and hazardous materials investigations for a minimum of five years after project completion; and,
 - h. Produce and distribute to regulatory agencies and interested parties the appropriate number of copies of environmental documents.
26. If the Project involves lighting and/or highway lighting, the County shall comply with Appendix H-1.
27. If the Project involves signal(s) and/or highway signal(s), the County shall comply with Appendix H-2.
28. Shall register with www.ccr.gov and DUNS and provide such information to the Department as well as the total compensation and names of the County's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.

SECTION FIVE: DEPARTMENT SHALL

1. Assign a representative to provide technical assistance to develop, monitor and oversee the project.
2. Provide the County, as requested, a list of qualified environmental professionals.
3. Provide copies of environmental guidelines, Location Corridor Study Procedures, laws, and regulations, as requested.
4. Review NEPA and related environmental documentation for completeness.
5. Transmit NEPA documents to the FHWA for review and approval.
6. Review cultural resource technical reports and coordinate consultation between FHWA and the State Historic Preservation Officer.
7. Review required certification documents for completion prior to requesting obligation of federal funding. Review of documents by the Department does not relieve the County or its consultants of their responsibility for errors and omissions.

SECTION SIX: BOTH PARTIES AGREE

Upon termination of this Agreement, the County shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

SECTION SEVEN: PROJECT RESPONSIBILITY

The County is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the County, unless stated otherwise in Appendices H-1 and H-2.

SECTION EIGHT: COUNTY SOLE JURISDICTION

The Department is not incorporating this Project into the State Highway System. After the completion of this Agreement, ownership of the project shall remain with the County.

SECTION NINE: LEGAL COMPLIANCE

The County shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the County shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The County shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

SECTION TEN: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM OBLIGATIONS

1. DBE Goal Setting – in accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the County is required to meet that goal through its contractors. The County shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
2. Record Keeping Responsibilities – The County shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Office of Equal Opportunity Programs (OEOP). The OEOP can be contacted as follows:

New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

3. Sanctions – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the County fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION ELEVEN: ON-THE-JOB TRAINING (OJT) PROGRAM OBLIGATIONS

1. OJT Goal Setting – In the event the Department assigns a project specific OJT goal, the County is required to meet that goal through its contractors. If a project specific goal is assigned, the County shall include the Department's Apprentice/Trainee Special Provisions (May 13, 2009) in the County's Invitation to Bid and resulting contracts. The County shall also ensure that an OJT Plan and Training Schedule is provided to the Department at the pre-construction conference.
2. Record Keeping Responsibilities – The County is responsible to appoint or have its prime contractor appoint an OJT liaison officer who is responsible for ensuring compliance with the OJT goal, plan and training schedule. OJT compliance efforts

will be reported to the Department's Project Manager and tracked through the LCPtracker software.

3. Sanctions – Compliance with the OJT provisions is mandatory. Failure to comply with the OJT provisions shall be treated as a violation of this Agreement. Further, if the County fails to comply with the OJT provisions, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION TWELVE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND TITLE VI PROGRAM OBLIGATIONS

1. County Assurances – Each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (DOT), and any subcontract thereto, shall include the following assurances:
 - a. The County shall not discriminate on the basis of race, age, color, religion, national origin, sex, disability, veteran status, or sexual orientation in the performance of this Agreement. The County shall comply with all applicable civil rights requirements in the award and administration of DOT-assisted projects. Failure by the County to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy, as the Department deems appropriate. Further, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §§ 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
 - b. The County hereby agrees that as a condition to receiving federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4 (Act), and all requirements imposed by 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (Regulations). In accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County receives federal financial assistance from the DOT, including the FHWA, and the County hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by 49 CFR Part 21.7(a)(1).
2. More specifically, and without limiting the above general assurance, the County hereby gives the following specific assurances with respect to its highway/roads/streets program:
 - a. That the County agrees that each "program" and each "facility" as defined in 49 CFR Parts 21.23(e) and (b), will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

- b. That the County shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with the highway/roads/streets program and, in adapted form in all proposals for negotiated agreements:
- The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.
- c. That the County shall insert the provisions of Appendix G-1 of this Agreement in every contract subject to the Act and the Regulations.
- d. That the County shall insert the clauses of Appendix G-2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- e. That where the County receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the County receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the County shall include the appropriate clauses set forth in Appendix G-3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the County with other parties: (a) for the subsequent transfer of real property acquired or improved under the highway/roads/streets program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the highway/roads/streets program.
- h. That this assurance obligates the County for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the County or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the County retains ownership or possession of the property.
- i. The County shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that the County

and its sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- j. The County agrees that the United States has a right to seek judicial enforcement with regard to any matter under the Act, the Regulations, and this assurance.

3. The County shall sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing Appendix G, ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the County.

4. The County shall require recipients to sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a DOT-assisted project, and any subcontract thereto.

SECTION THIRTEEN: THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION FOURTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the County arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

SECTION FIFTEEN: OFFICE OF INSPECTOR GENERAL REVIEWS

The County shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. **Inspector General Reviews.** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. **Access of Offices of Inspector General to Certain Records and Employees.** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the

Inspector General Act of 1978, 5 U.S.C. App. §§ 5 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.

- i. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 - ii. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 - iii. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, the Department's Office of Inspector General (OIG) has the authority to carry out all duties required to collect information, conduct audits, special studies and investigations. The duties are the same as those specified in federal law: Office of Inspector General, 23 U.S.C. § 302 (the capability to carry out the duties required by law); 23 U.S.C. § 112 (contracting for engineering and design services); 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 – Sec. 112, (letting of contracts); 23 U.S.C. § 113 - Sec. 113 (prevailing rate of wage); 23 U.S.C. § 114 - Sec. 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval). The duties of the Department's OIG also arise from the responsibility all state Departments of Transportation have for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

SECTION SIXTEEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements. The County shall maintain all records and documents relative to the Project for five years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual (December 2009 Edition)" The County shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense 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 identified shall be reimbursed to the Department within thirty days of written notification.

SECTION SEVENTEEN: APPROPRIATION

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

SECTION EIGHTEEN: 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 NINETEEN: TERMINATION

1. This Agreement shall terminate on September 30, 2015. Neither party shall have any obligation after said date except as stated in Section Seven.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the County and a contractor within one year from the date the funds have been authorized by the FHWA.
3. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months.
4. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
5. The Department may, at its option, terminate this Agreement if the County fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION TWENTY: SEVERABILITY

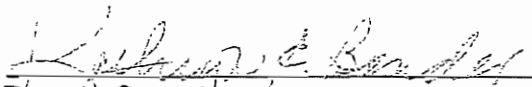
In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY ONE: AMENDMENT

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

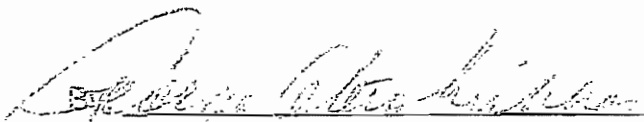
NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  Date: 3/1/11
Deputy Secretary

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: _____ Date: _____
Assistant General Counsel

COUNTY OF VALENCIA

 Date: 3-2-2011
Chairman of County Commission

ATTEST

By:  Date: 3-2-2011
County Clerk

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By:  Date: March 2, 2011
County Attorney

Preliminary Engineering/Construction Engineering

1. The County may select design consultants for studies and preliminary engineering and construction engineering. Preliminary engineering or construction engineering, consultant selection procedures shall be in accordance with 23 CFR Part 172 and the State Procurement Code, NMSA 1978, §§ Chapter 13-1-1 et. seq. If the County is a Home Rule City, their Procurement Code shall be followed.
2. Costs incurred for Preliminary/Construction Engineering may be reimbursed if funding for design is stipulated in Section Two of the Project Agreement, programmed into the Statewide Transportation Improvement Program (STIP), authorized and obligated under the design phase, and comply with applicable provisions listed in paragraph 1 above.
3. On occasion, state funds are used for the design of a federal aid construction project. Stand-alone projects funded with these monies, such as Municipal Arterial Program, Severance Tax, or General Fund are normally certification projects that require minimal oversight by the Department. If state funds are used for preliminary engineering for a federal aid construction project, the associated Request for Proposals and Architectural/Engineering Contracts must follow the same procedures as if federal funds were being used.
4. Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The County shall keep this on file for five years.
5. Requests for Proposals (RFP) for federally funded professional engineering services shall be reviewed and approved by the Department's Regional Division Manager or Designee before it is advertised. After approval, the County can advertise the RFP and can enter into a contract with the consultant pursuant to the Department's Consultant Services Procedures Manual or their own procedures that comply with 23 CFR Part 172. After the contract is in place the FHWA will authorize the federal funds. If the County uses their own funds for design or construction engineering, no approvals for the consultant selection or process are required.
6. Reimbursements to the County for preliminary engineering or construction engineering will be made in accordance with reimbursement provisions of this Agreement, and based upon appropriate, timely submittals by the County of Appendix F-1, and compliance with applicable provisions listed in Appendix A of this Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9.
7. The County's Project Manager shall keep the Department's Regional Division Manager and Assistant District Engineer or their respective designees apprised of the Project's progress and important issues as well as forward to them all pertinent correspondence in a timely manner.
8. The County shall invite the FHWA Area Engineer, Department's Regional Division Manager, Assistant District Engineer, and Construction Liaison Engineer to participate in any design reviews, pre-construction conference and any pre-paving and partnering meetings.

Location Corridor Study Guidelines
The County shall:

1. Be responsible for the Location Corridor Study, preliminary design, environmental documentation, and preliminary right of way activities.
2. Agree to comply with the Department's Location Study Procedures, Phases A, B, and C.
 - a. PHASE A – INITIAL CORRIDOR STUDY
 Determine the need for the project, define the full range of viable alternates, identify social, economic, environmental constraints, and select the most practical alignments for further study.
 - b. PHASE B – DETAILED ALTERNATE EVALUATION
 Refine alternate alignments and generate feasible designs for each alternate at a conceptual level and provide adequate detailed information to serve as a basis for the preparation of the environmental documentation and the selection of the final alternate.
 - c. PHASE C – ENVIRONMENTAL DOCUMENTATION
 Complete the environmental documentation process, subsequent circulation and public hearing procedures in accordance with the Action Plan and federal requirements.
3. Initiate and ensure the reports detailed in Number 2 above are prepared.
4. Require its engineering consultant to prepare a final fee estimate of the work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The County shall keep this on file for a minimum of five years.
5. Secure the Department's approval of the reports detailed in Number 2 above. The Department shall coordinate all related activities through the FHWA.

Design Standards

- I. Roadway Projects (paving, landscaping, parking lots, etc.)
 1. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, New Mexico Department of Transportation-Pedestrian Access Details and NMSA 1978 §§ 67-3-62 67-3-64.
 2. New construction or reconstruction of pavement shall have, at a minimum, a 20-year-life. Rehabilitation of pavement shall have, at a minimum, a 10-year-life.
 3. The Department's Standard Specifications for Highway and Bridge Construction, 2007 edition "Orange Book," shall be used for projects on the State Highway System and the National Highway System and on supplemental specifications.
 4. The following documents shall be used as a minimum, in the design of this Project and for projects on the State Highway System or the National Highway System. Current New Mexico American Public Works Association (APWA) or the County standards may be used on County facilities. Asterisk (*) items shall be used on all roadway projects:
 - *a. FHWA Manual on Uniform Traffic Control Devices, 2009 edition;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, 2004 edition "Green Book;"
 - c. AASHTO Guide for the Development of Bicycle Facilities, 1991 edition;
 - d. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways, 2001;
 - e. Department's Urban Drainage Design Criteria;
 - f. Department's Geotechnical Manual, September 1990;
 - *g. Department's Tribal/Local Government Agency Handbook, latest edition;
 - h. Department's Hazardous Materials Assessment Handbook, latest edition;
 - *i. Department's Location Study Procedures, August 2000;
 - *j. Department's Right of Way Handbooks, May 2005;
 - *k. Department's Right of Way Mapping Development Procedures, latest edition;
 - *l. AASHTO Guide to Design of Pavement Structures, latest edition; and,
 - *m. Department's Pedestrian Access Details (NMDOT-PAD), latest edition.

II. Architectural Projects (Transportation Related Buildings, etc.)

1. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, the Americans with Disabilities Accessibility Guidelines, and NMSA 1978 §§ 67-3-62 67-3-64.
2. New construction or reconstruction of structure(s) or artwork shall have, at a minimum, a 20-year-life. Rehabilitation of structure(s) or artwork shall have, at a minimum, a 10-year-life.
3. The Local International Building Code, electrical code, plumbing code or federal or state codes shall be used, as applicable, for design, construction or rehabilitation project(s).
4. The following documents shall be used, as a minimum, in the design of this Project and for projects on the State Highway System or the National Highway System. Current New Mexico APWA or the County standards may be used on County facilities. Asterisk (*) items shall be used on all architectural projects:
 - *a. FHWA Manual on Uniform Traffic Control Devices, 2009 edition;
 - b. American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2004 edition "Green Book;"
 - c. AASHTO Guide for the Development of Bicycle Facilities, 1991 edition;
 - d. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways, 2001;
 - e. Department's Urban Drainage Design Criteria;
 - f. Department's Geotechnical Manual, September 1990;
 - g. Department's Hazardous Materials Assessment Handbook, latest edition;
 - *h. Department's Location Study Procedures, August 2000;
 - *i. Department's Right of Way Handbooks, May 2005;
 - j. Department's Right of Way Mapping Development Procedures, latest edition;
 - k. AASHTO Guide to Design of Pavement Structures, latest edition;
 - *l. 2006 New Mexico Commercial Building Code;
 - *m. 2006 New Mexico Plumbing Code;
 - *n. 2006 New Mexico Mechanical Code;
 - *o. 2008 New Mexico Electrical Code;
 - p. U. S. Department of Interior, National Park Service Preservation Assistance Division, Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings, 1983 edition; and,
 - *q. Department's Pedestrian Access Details (NMDOT-PAD), latest edition.

Survey and Right of Way Acquisition Requirements

1. All Department Right of Way Handbooks, particularly Volume VII Tribal/Local Government Agency (T/LGA), shall be adhered to for all right of way operations, including title search, property survey, right of way mapping, appraisal, appraisal review, acquisition (including donations), relocation, and right of way certification. *Only qualified personnel may undertake right of way functions.* The County's staff or consultants may not perform any right of way functions unless the following conditions are first met:
 - a. The County submits to the Department's Right of Way Bureau a listing of persons proposed to perform the individual right of way functions, along with their qualifications reflecting right of way experience and training.
 - b. The County submits the name of a contact person for right of way functions and submits a progress schedule for said activities.

Upon written request from the County, the Right of Way Bureau will supply the names of the right of way contractors currently doing business with the Department. Right of way functions performed prior to making the above submittals will jeopardize federal funding for this Project.
2. All right of way surveying, mapping, and monumentation shall be performed by a licensed professional surveyor experienced in right of way projects and shall conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors in February, 1994, as provided in NMSA 1978, Sections 61-23-1 to 61-23-32, as amended.
3. Right of way surveying, mapping, and monumentation shall be performed in accordance with the Department's Surveying Manual, the Right of Way Mapping Development Procedures, latest edition, and subsequent Department guidelines, policies, and procedures. Right of way maps and documents must be 100% complete prior to review by the Department's Lands Engineering Section. Information, additional guidance, and early assistance can be obtained from the Lands Engineering Section Supervisor at (505) 827-5420. Early contact is recommended in order to facilitate and expedite the right of way acquisition process.
4. Title reports shall be obtained and prepared to meet Department format and standards for all affected right of way parcels. Title reports shall be submitted to the Lands Abstracting Unit of the Right of Way Bureau for review prior to the final right of way map submittal according to the Right of Way Acceptance Plan (Volume VII) Tribal/Local Government Agency. Non-compliance with the state and/or federal requirements may result in loss of project funds.
5. Appraisals shall not begin until the Department approves the right of way maps. The County or contracted (fee) appraisers shall not be used prior to making the submittals in paragraph one above.
6. All real property appraisals shall be developed and reported in accordance with the right of way regulations, policies, and procedures of the Department, and the Uniform Standards of Professional Appraisal Practice (USPAP) and where federal funds are involved, 49 CFR Parts 103 and 104. All appraisal and appraisal review actions are subject to Department and FHWA review (see Right of Way

APPENDIX D

Acceptance Plan). Non-compliance with state, federal and/or USPAP requirements may result in loss of project funds.

7. Before the initiation of negotiations, the County shall, through a proper appraisal, establish an amount which it believes is just compensation for the real property to be acquired. The County shall not utilize the same individual/firm to conduct both the appraisals and the appraisal reviews. Upon the completion of the acquisition function, the County shall inform the Acquisition Unit Supervisor and schedule an on-site review of the work. The Department will review the work to render an opinion as to the apparent conformance of the County's work with federal and state statutes and regulations (see Right of Way Acceptance Plan). In the event that a significant amount of the work is found to be unacceptable, no approval of the right of way function will be issued for the Project until the Department is satisfied that the work meets the requirements.
8. The County shall maintain all records and documents relating to the right of way acquisition for a minimum of five years and shall record all transfer of ownership documents with the County Clerk. Department and FHWA personnel shall be provided access to project right of way files upon reasonable notice.
9. The County shall furnish the Department with a written certification (Right of Way Certification) stating that the right of way acquisition (and relocations, if applicable) has been performed in compliance with federal and state laws and regulations.
10. The County shall be responsible for certifying to the Department that all right of way work has been performed according to the required federal and state statutes and regulations.

Construction Phase Duties and Obligations

1. The County shall be responsible for all construction engineering; including project supervision, surveying, inspection, and testing. The County shall comply with the Department's Construction Procedures Handbook for Federal-Aid Local Government Projects, the New Mexico Transportation Department's Office Procedures Manual, and Chapter 7 of the Department's Tribal/Local Government Agency Handbook.
2. The County's general conditions, standard drawings, and specifications may be used if approved by the Department prior to initiating the procurement process.
3. Mix designs, price reduction guidelines, daily production, and test reports shall be pursuant to the Department's or the County's established procedures as approved by the Department, depending on the governing specifications. The American Standard Testing Method equivalents of the American Association of State Highway and Transportation Officials test methods are acceptable. Technician and Training Certification Program (TTCP) procedures are acceptable.
4. The Department's Minimum Acceptance Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to, as directed by District lab personnel (Compliance), and as per the following:
 - a. The County's lab personnel or consultant may perform project acceptance testing of materials in accordance with the County's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
 - b. Independent assurance testing is required and is the sole responsibility of the County and shall be done by an independent lab not responsible for acceptance testing. Periodic independent assurance testing may be conducted by the Department's District personnel to ensure material and construction compliance.
 - c. The Department's District lab personnel shall inspect the County's lab, or the consultant's lab if a consultant is used for project acceptance testing, independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the County and/or their consultant.
 - d. The County's Engineer shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Department's District Engineer, in turn, shall certify projects to FHWA (if applicable) based on the County's certification.
 - e. Upon request, the Department's Assistant District Engineer or representative shall furnish copies of the Minimum Acceptance Requirements for federal aid projects to the County for guidance at the pre-construction conference.
 - f. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall be certified by the Technical Training and Certificate Program pursuant to the TTCP Manual.
5. The County Engineer shall certify with each reimbursement request that the Certificates of Compliance are on file with the County Engineer's Office, for products and materials incorporated into the Project and for the quantities shown

APPENDIX E

- on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department personnel may occasionally check the County's procedures for handling of all Certificates of Compliance.
6. The County Engineer shall certify with each reimbursement request that the items shown on the estimate have been completed in accordance with the contract requirements.
 7. The Department may periodically audit the County's source documents for each project. The Department's established guidelines shall be used to prepare the Source Document Books. Department or FHWA (if applicable) personnel may periodically review the County's procedures for documentation.
 8. Change Orders:
 - a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the Department prior to implementation, in accordance with the Department's Change Order Procedures. The change order shall be submitted soon thereafter to the Project Manager. All decreases/increases shall be documented on factor sheets, which may be obtained from the Department and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
 - b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the County's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the Department and approved by FHWA, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
 - c. Change orders for non-participating work shall be submitted to the Department for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
 9. The Department shall assign personnel to assist the County in complying with the procedures and stipulations contained herein.
 10. The County shall identify a Project Manager to the Department as the single point of contact and shall be in charge of the Project.
 11. The County's Project Manager shall keep the Department's Assistant District Engineer or Designee routinely apprised of the Project's progress and important issues concerning the Project, and send copies of all pertinent correspondence to the Department's Assistant District Engineer in a timely manner.

Certification of Pre-Construction Phase

Control No. 3100240

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the County has complied with all applicable terms, conditions and certification requirements of this Agreement.
2. That the County has completed environmental coordination and obtained Department and FHWA approval of the Environmental, Right of Way, Utility, Railroad, and ITS documents and completed the consultation process with the State Historic Preservation Officer as required by law. Furthermore, the County has complied with Section Four of the Agreement.

In witness whereof, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

COUNTY OF VALENCIA

By: _____ Date: _____
Chairman of County Commission

ATTEST

By: _____ Date: _____
County Clerk

When complete, please send APPENDIX F-1 and F-2 to:
Osvaldo (Ozzie) Reyes-Alicea, Project Development Engineer
NMDOT Mid Regional Division
PO Box 91750, Building A
Albuquerque, New Mexico 87199-1750

New Mexico Department of Transportation Estimate of T/LGA Project Pay-Out

Project Control Number 3100240

Project Termini	Manzano Expressway from Monterrey to South Rio Del Oro Loop and from Dehann to NM 47
-----------------	--

Total Project Cost (Funded under this Project Agreement) \$**
(Including gross receipts tax)

Month & Year	Monthly Pay-Out
TOTAL -> .-> .->	\$

**Equal Employment Opportunity (EEO) and Title VI Program
Recipient Assurances**

1. Recipient hereby gives the following specific assurances with respect to its highway/roads/streets program:
 - a. The recipient shall not discriminate on the basis of race, age, color, religion, national origin, sex, disability, veteran status, or sexual orientation in the performance of this Agreement. The recipient shall comply with all applicable civil rights requirements in the award and administration of Department-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate. Further, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
 - b. The recipient hereby agrees that, as a condition to receiving federal financial assistance from the United States Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4 (Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received federal financial assistance from the Department of Transportation, including the FHWA, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7 (a)(1) of the Regulations.
2. More specifically, and without limiting the above general assurance, the recipient hereby gives the following specific assurances with respect to its highway/roads/streets program:
 - a. That the recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
 - b. That the recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all highway/roads/streets program and, in adapted form in all proposals for negotiated agreements.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal

APPENDIX G

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

- c. That the recipient shall insert the provisions of Appendix G-1 of this assurance in every contract subject to the Act and the Regulations.
- d. That the recipient shall insert the clauses of Appendix G-2 of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- e. That where the recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the recipient shall include the appropriate clauses set forth in Appendix G-3 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under highway/roads/streets program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the highway/roads/streets program.
- h. That this assurance obligates the recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the recipient retains ownership or possession of the property.
- i. The recipient shall provide for such methods of administration of the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that the recipient, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- j. The recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter under the Act, the Regulations, and this assurance.

APPENDIX G

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient Department of Transportation/Public Works/Municipal Development under the highway/roads/streets program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the highway/roads/streets program. The person (or persons) whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Date: _____ Project Control Number: 3100240

Recipient Name: County of Valencia

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

Appendix G should be signed and mailed to the following:

New Mexico Department of Transportation
OEOF
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

**Equal Employment Opportunity (EEO) and Title VI Program
Required Contract Compliance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provision Appendix G-1, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract, or procurement as the County or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County to enter into such litigation to protect the interests of the County and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Equal Employment Opportunity (EEO) and Title VI Program
Required Clauses for the transfer of real property, structures, or improvements**

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the County will accept title to the lands and maintain the project constructed thereon, in accordance with the State of New Mexico, the Regulations for the Administration of highways/roads/streets and the policies and procedures prescribed by FHWA of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation (herein referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the County and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the County, its successors or assigns.

The County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed, and (2) that the County shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

Equal Employment Opportunity (EEO) and Title VI Program
Required Deed, License, Lease and Permit Clauses

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the County pursuant to the provisions of paragraph 2(g) of Appendix G of this Agreement.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle 49, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include the following language in licenses, leases, permits, etc.]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

[Include the following language in deeds]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the County and its assigns. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the County pursuant to the provisions of paragraph 2(g) of Appendix G of this Agreement:

The (grantee, licensee, lessee, permittee, etc, as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin

APPENDIX G-3

shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include the following language in licenses, leases, permits, etc.]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

[Include the following language in deeds]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the County and its assigns. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

Lighting and/or Highway Lighting

If the Project involves lighting and/or highway lighting, the County shall:

- 1. Provide at its own expense, all electrical energy, routine maintenance such as bulb and/or luminaire replacement, and in case of accidental damage to poles or fixtures, replace them with the same brand or equivalent for continued satisfactory operation of said subject lighting system.
- 2. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the subject lighting system.
- 3. Service and maintain the lighting system with its own funds.

If the project involves highway lighting, the lighting improvements and services required to be provided under this Agreement shall remain the full responsibility of the County. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

Signal(s) and/or Highway Signal(s)

If the Project involves signal(s) and/or highway signal(s), the County shall:

1. Make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the controller (and cabinet) or the loop detection system, promptly notify the Traffic Services Section of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "controller") including maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the controller in the event the controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway signal system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject signal system.
7. Make all timing adjustments to the signal control equipment and review the signal system(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the County as an additional insured in the construction contractor's general liability policy.
10. Signal improvements and services required under this Agreement shall remain the full responsibility of the County.
11. Maintain the signal system and all facilities constructed with its own funds.

If the project involves highway signals, the signal system, improvements and services required to be provided under this Agreement shall remain the full responsibility of the County. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of July, 2012 by and between the STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TOURISM, hereinafter referred to as "Department" and the Valencia County herein after referred to as "Public Entity".

RECITALS

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, Sections 67-16-1 to 67-16-14, as amended, hereinafter referred to as the "Act," is to accomplish litter control by vesting in the Department authority to eliminate litter from the state to the maximum practical extent through a state coordinated plan of education, control, prevention, and elimination; and

WHEREAS, Section 67-16-12.B (3) of the Act provides that the Department allocate funds generated by the Act in the percentage amount of not more than fifty (50) percent of fees received in a year to local governments to establish and help continue local keep America beautiful system programs; and

WHEREAS, Section 67-16-12.B (4) of the Act provide that no more than sixty (60) percent of fees received in a year be allocated to local governments to establish a youth employment program to aid in litter control and beautification projects; and

WHEREAS, the parties hereto intend to provide for the allocation of funds generated by the Act to the Public Entity to fulfill requirements of the Act.

(EXHIBIT H)

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

SECTION ONE – DEPARTMENT AGREES:

Upon its approval of a grant application for the program resources funds and/or youth employment funds:

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of \$15,000 for Public Entity to establish and help continue a local keep America beautiful system program, pursuant to Section 67-16-12.B (3) of the Act; and for a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12. B (4) of the Act, and as stipulated by the Attached Exhibit 1, Grant Award Distribution, which is incorporated herein and made a part hereof by this reference as though set forth herein in full. All of Department's responsibilities under this SECTION ONE, and all of Public Entity's responsibilities under SECTION TWO, and all of the Parties' mutual responsibilities under SECTION THREE hereof are subject to compliance with Exhibit 1 as described herein and attached hereto.

The expenditures of any state agency as defined in Section 6-3-1 NMSA 1978, for the first six-month period of each odd-numbered fiscal year shall be limited to one-half of the appropriation or approved budget, whichever is less, for that fiscal year.

The Department will reimburse funds on a quarterly basis. For the purpose of this contract the quarters are designated as: first quarter is July through September; second quarter is October through December, third quarter is January through March; and fourth quarter is April through June.

2. To allow the public entity to request, in writing reallocation of funds from the program resources allocation to the youth employment allocation based on the need to support local youth interests. Requests for reallocation of funds must be in writing and are not valid without prior written approval of the Department.

3. To allow the public entity to request, in writing, reallocation of funds from the youth employment allocation to the program resources allocation based on the need to implement programs and projects. Requests for reallocation of funds must be in writing and are not valid without prior written approval of the Department.

4. The funds reallocations and budget adjustments permitted by this SECTION ONE to Exhibit 1 pursuant to SECTION TWO shall be effected administratively by the DEPARTMENT and confirmed in writing to Public Entity following Department's written approval without the need for a formal contract amendment, *provided* the overall budget for all allocations is not increased.

SECTION TWO – PUBLIC ENTITY AGREES:

1. To perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as agreed upon by both parties, in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, as agreed upon by both parties, and as further set forth in Exhibit 1 attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full. The Litter Control and Beautification programs, as specified in Exhibit 1, will be performed in substantial compliance as specified herein and according to instructions provided by the Department. Failure to commence the program activities or to comply with

expenditures as outlined in the exhibit by Clearinghouse as agreed upon herein may result in cancellation of the allocated funds.

2. To establish a youth employment program to aid in litter control and beautification projects, pursuant to the Act.

3. To commence performance of Litter Control, Graffiti, Beautification, Recycling, and related community programs and to continue performing the same with due diligence and progress as to each of all components of the comprehensive program and described tasks. Failure to commence the program activities or to comply with expenditures by Public Entity as agreed upon herein may result in cancellation of the allocated funds.

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Litter Control Council and the Department. Requests for reimbursements must be in the office on or before the fifteenth (15) day after the end of each quarter, except for the fourth quarter ending June thirtieth (30), final request for reimbursement must be in the office no later than the tenth (10) day after the end of that quarter, which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1, of this agreement, or upon specified written termination by the Department. Failure to adhere to these requirements will result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for that quarter. The request for reimbursement shall include, but not limited to the following:

a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;

b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any) necessary to perform the programs;

c. Copies of the payroll for youth employees and;

d. Such other information as may be required by the Department or the Litter Control Council.

5. To not expend funds on items of equipment, projects, promotional programs, services, or any other matter not related to litter prevention, elimination, control programs and beautification.

6. To keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs. An accounting and performance report shall be made to the Department by Public Entity on or before the tenth (10) day after the end of the fourth quarter; which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1, of this agreement, or upon specified written termination by the Department. The report shall include, but not be limited to, the following:

a. An accounting of expenditures of all funds allocated and paid herein by line item;

b. A certification that equipment was used only for the purpose of fulfilling this Agreement under the Act, and none other;

c. A detailed summary of accomplishments towards those objectives and goals of the program;

d. Any other information necessary to explain the program accomplishments; and

e. Such other information as may be required by the Department or the Litter Control Council.

7. Equipment which may be adaptable for uses other than anti-litter and beautification program activities and which is purchased, in whole or in part, with funds allocated and paid under this Agreement shall be used only for the antilitter and beautification purposes as required by the Act. The service life for such equipment shall be specified and agreed upon by the Department and Public Entity. Expected service life will be based on the kind of equipment, amount of anticipated use, service that will be performed and its normal service life.

8. That it shall not assign or transfer any interest in this Agreement or assign any claims or money due or that may become due under this Agreement.

9. That it shall not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

10. That it shall maintain detailed time records which indicate the date, time and nature of services rendered and progress of programs undertaken. These records shall be subject to inspection by the Department, the Department of Finance and Administration and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

11. Public Entity 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 or service required under this Agreement.

SECTION THREE – BOTH PARTIES AGREE:

1. The requirements set forth in the Department's Litter Control and Beautification Grant Requirements Rule (as amended) shall be strictly adhered to for grant approval, allocation and reporting.

2. Disbursements of grant monies shall be made based upon Department receipt of proper written documentation of expenditures. Illegal or unauthorized expenditures shall constitute a debt owed by Public Entity, its successors or assigns to the State of New Mexico and which sum the Department may elect to withhold from any future allocations to Public Entity, or shall be recovered from Public Entity or its successors or assignees by appropriate legal action.

3. That no direct and separate travel or per diem shall be paid by the Department under this Agreement, unless proposed and requested by Public Entity and approved by the Department. All direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity.

4. That Public Entity upon final payment of the amount due under this Agreement releases the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

5. Public Entity shall not purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

SECTION FOUR – AMENDMENT:

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

SECTION FIVE – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The Department is expressly not committed to expenditure of any funds under this Agreement until such time as they are budgeted, appropriated by the legislature, and approved for expenditure by the Department. The Department's decision as to whether its funds from appropriations or funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – INDEPENDENT CONTRACTOR:

Public Entity and its agents and employees are independent contractors fulfilling their obligations to the Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

SECTION SEVEN – EFFECTIVE DATE AND CANCELLATION WITHOUT PENALTY:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on **June 30, 2013**, unless terminated pursuant to SECTION TWO, paragraph 3 or SECTION SEVEN, paragraph 2 of this Agreement.

2. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any

obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION EIGHT – INTEGRATION:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:

If upon termination or expiration of this Agreement, Public Entity has any property acquired pursuant to this Agreement, Public Entity shall account for same and dispose of it as directed by the Department.

SECTION TEN – CONTROLLING LAW:

The laws of the State of New Mexico shall govern this agreement. The parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION ELEVEN - UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the State or Act funds appropriated for this Agreement shall revert to the Department.

SECTION TWELVE – INTENT OF AGREEMENT:

This Agreement is not intended by any of the provisions or 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 this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, 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 limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Public Entity and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto.

SECTION FIFTEEN - EQUAL OPPORTUNITY COMPLIANCE

The Public Entity agrees to abide by all federal and state laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, the Public Entity agrees to assure that no person in the

United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION SIXTEEN – CIVIL RIGHTS LASW AND REGULATION COMPLIANCE:

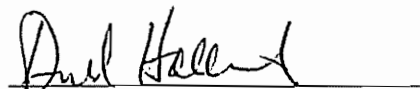
The Department and Public Entity shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990 and the New Mexico Human Rights Act.

August 15, 2012

Litter Control & Beautification Grant Agreement

APPROVED, ADOPTED AND PASSED ON THIS 15th DAY OF
August 2012.

BOARD OF COUNTY COMMISSION



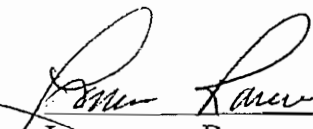
Donald E. Holliday, Chair
District V




Georgia Otero-Kirkham, Vice Chair
District II



Mary J. Andersen, Commissioner
District I

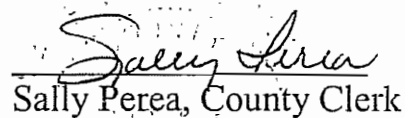


Lawrence Romero, Commissioner
District III



Ron Gentry, Commissioner
District VI

ATTEST:



Sally Perea, County Clerk

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

New Mexico Tourism Department

"DEPARTMENT"

By: _____ Date: _____

Monique Jacobson, Cabinet Secretary

"Public Entity"

By: _____ Date: _____

Title: _____

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 August 1, 2012 covering vendor bills processed on the above date.
Check # 114465 to 114535 inclusive, for the total of \$646,251.72.

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 15th 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: SEAL

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 August 1, 2012 covering vendor bills processed on the above date.
Check # 114536 to 114538 inclusive, for the total of \$10,661.24.

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 15th day of August, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Mary J. Andersen

Mary J. Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

ATTEST: *SEAL*

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 August 1, 2012 covering vendor bills processed on the above date.
Check # 114465 to 114535 inclusive, for the total of \$646,251.72.

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 15th 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 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 August 8, 2012 covering vendor bills processed on the above date.
Check # 114539 to 114591 inclusive, for the total of \$102,485.82.

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 15th 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 L)

STATE OF NEW MEXICO
COUNTY OF VALENCIA
RESOLUTION NO. 2012- 27

2012 FINAL QUARTER FINANCIAL REPORT
YEAR ENDING JUNE 30, 2012

WHEREAS, the Governing Board in and for the County of Valencia, State of New Mexico has developed a budget for fiscal year 2012 – 2013; and

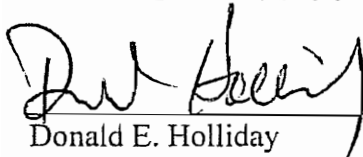
WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2013 budget; and

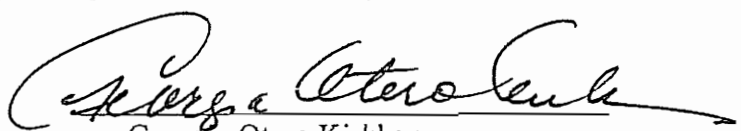
WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2012

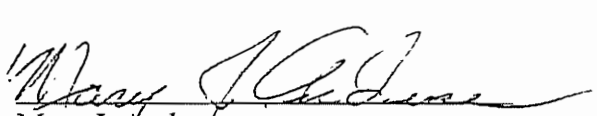
NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners, County of Valencia, State of New Mexico hereby approves the final quarterly report for FY 2012 hereinafter described as Attachment "A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

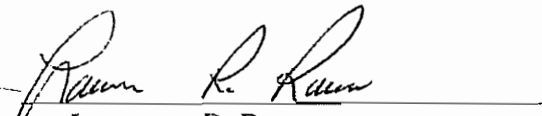
PASSED, APPROVED, AND ADOPTED THIS 15th DAY OF AUGUST, 2012.

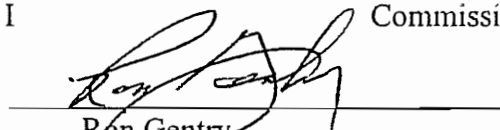
BOARD OF COMMISSIONERS OF VALENCIA COUNTY


Donald E. Holliday
Chair, District V

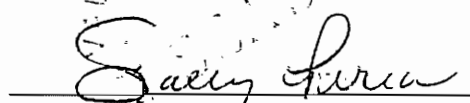

Georgia Otero Kirkham
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea, County Clerk

(EXHIBIT M)

COUNTY: VALENCIA
Period Ending: 06/30/2012
Prepared By: Lucy D. Gonzalez

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER
THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER
I HEREBY CERTIFY THAT THE CONTENTS IN THIS
REPORT ARE TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE. THIS REPORT DEMONSTRATES ALL FUNDS

Lucy D. Gonzalez
Signature

YEAR-TO-DATE TRANSACTIONS											
Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8)-(9)
101	GENERAL FUND (GF)	\$1,379,710	14,456,609	(5,422,109)	8,841,703	182,012	\$1,754,550	3,108,806	\$4,863,356	2,210,426	\$2,652,930
201	CORRECTION	\$0	59,598	394,133	544,844	11,514	(\$79,599)	0	(\$79,599)		(\$79,599)
202	ENVIRONMENTAL GRT	\$12,500	440,505	318,175	786,530	6,456	(\$8,893)	0	(\$8,893)		(\$8,893)
203	County Property Valuation	\$476,803	357,656	-0	407,834	6,450	\$433,075	0	\$433,075		\$433,075
204	COUNTY ROAD	\$475,944	1,004,340	1,647,039	3,114,943	56,054	\$159,235	0	\$159,235	259,579	(\$100,344)
206	EMS	\$10,926	51,038	0	36,720	599	\$25,842	0	\$25,842		\$25,842
207	ENHANCED 911	\$425,150	482	0	0	0	\$425,632	0	\$425,632		\$425,632
208	Farm & Range Improvement	(\$1,272)	3,355	1,272	4,000	0	(\$645)	0	(\$645)		(\$645)
209	FIRE PROTECTION FUND	\$282,249	1,030,551	0	0	16,027	\$1,329,328	0	\$1,329,328		\$1,329,328
211	LEPF	\$244	49,800	0	49,760	0	\$283	0	\$283		\$283
214	LODGERS TAX	\$0	0	0	0	0	\$0	0	\$0		\$0
217	RECREATION	\$4,299	23,657	0	20,180	1,743	\$9,518	0	\$9,518		\$9,518
218	INTERGOVERNMENTAL GRANTS	(\$606,074)	924,913	519,465	0	814	\$839,118	0	\$839,118		\$839,118
219	SENIOR CITIZEN	\$69,888	579,494	172,804	816,208	17,598	\$23,576	0	\$23,576		\$23,576
220	COUNTY INDIGENT FUND	\$2,260,422	1,506,355	0	1,025,331	4,289	\$2,745,735	600,000	\$3,345,735		\$3,345,735
221	COUNTY HOSPITAL FUND	\$0	0	0	0	0	\$0	0	\$0		\$0
222	COUNTY FIRE PROTECTION	\$415,338	647,441	0	403,689	36,956	\$716,047	0	\$716,047		\$716,047
223	DWI PROGRAM	\$29,335	20,166	0	26,601	110	\$23,010	0	\$23,010		\$23,010
225	Clerk Recording & Filing	\$234,204	87,579	0	199,651	108	\$122,330	0	\$122,330		\$122,330
226	JAIL - DETENTION FUND	\$1,084,781	685,641	2,353,981	3,119,287	72,434	\$1,057,550	0	\$1,057,550		\$1,057,550
299	OTHER	\$254,849	2,750,228	0	2,773,792	41,539	\$272,823	0	\$272,823		\$272,823
300	CAPITAL PROJECT FUNDS	\$0	0	0	0	0	\$0	0	\$0		\$0
401	G O. BONDS	\$106,930	17	785,106	815,065	0	\$76,988	0	\$76,988		\$76,988
402	REVENUE BONDS	\$338,501	1,488,219	0	259,815	0	\$1,566,905	0	\$1,566,905		\$1,566,905
403	DEBT SERVICE OTHER	\$0	0	0	0	0	\$0	0	\$0		\$0
ENTERPRISE FUNDS											
	Water Fund	\$0	0	0	0	0	\$0	0	\$0		\$0
	Solid Waste	\$0	0	0	0	0	\$0	0	\$0		\$0
	Waste Water	\$0	0	0	0	0	\$0	0	\$0		\$0
	Airport	\$0	0	0	0	0	\$0	0	\$0		\$0
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0
	Cemetery	\$0	0	0	0	0	\$0	0	\$0		\$0
	Housing	\$0	0	0	0	0	\$0	0	\$0		\$0
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0
	Sick Leave	\$1	0	14,000	0	0	\$14,001	0	\$14,001		\$14,001
	Other - Enterprise	\$0	0	0	0	0	\$0	0	\$0		\$0
	Other - Enterprise	\$0	0	0	0	0	\$0	0	\$0		\$0
600	INTERNAL SERVICE FUNDS	\$0	0	0	0	0	\$0	0	\$0		\$0
700	TRUST AND AGENCY FUNDS	\$480,446	2,217,876	1,239	0	0	\$2,699,561	0	\$2,699,561		\$2,699,561
GRAND TOTAL		\$7,755,763	\$28,475,520	\$785,106	\$23,205,952	\$455,503	\$14,205,939	\$3,708,806	\$17,914,745	\$2,470,004	\$15,444,741