

**September 5, 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 3, 2012 (Business Meeting)
  - August 8, 2012 (Public Meeting)
  - August 15, 2012 (Business Meeting)

Approved:

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

• **Presentations:**

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- 5) Valencia County Juvenile Justice Board: *Cynthia Ferrari*
- 6) Rio Communities Incorporation Committee: *Mark Winn*

• **Discussion / Non-Action Items**

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- 7) Infrastructure Capital Improvement Program: *Jacobo Martinez*

• **Action Items:**

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- 8) Consideration of 2012 Capital Appropriation Project HB191: *Jacobo Martinez*
- 9) Findings of Facts and Conclusion of Law: *Jacobo Martinez*
- 10) Agreement for Inmate Confinement between Santa Fe and Valencia County: *Joe Chavez*
- 11) Agreement for Inmate Confinement between Roosevelt and Valencia County: *Joe Chavez*
- 12) Request to Accept Capital Outlay Appropriation: *Sheriff Louis Burkhard*
- 13) Mutual/Automatic Aid Agreement with Socorro County: *Steven Gonzales*
- 14) Mutual/Automatic Aid Agreement with Bernalillo County: *Steven Gonzales*
- 15) Award of Audit Services Contract, RFP (#VCR-FY13-001): *Mike Vineyard*
- 16) Approval of Solid Waste RFP (#VCR-FY13-005), Authorization to Initiate Formal Procurement:  
*Mike Vineyard*
- 17) Award of Legal Services Contract, RFP (#vcr-FY12-507): *Michael Vineyard*

• **Financial Matters**

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

• **Public Comment:**

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

• **Executive Session:**

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Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: Code Enforcement Officer: Michael Marquez b. pending or threatened litigation Barela vs. BOCC; 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**

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♦ **September 12, 2012 – Public Meeting @ 5:00 P.M.**

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

• **Adjourn.**

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

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

September 5, 2012

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

1) The meeting was called to order by Vice Chair Georgia Otero-Kirkham at 9:30 A.M. Chairman Holliday was not present for today's Business Meeting.

2) Madam Chair Otero-Kirkham led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Andersen moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) Approval of Minutes:

August 3, 2012 Business Meeting

August 8, 2012 Public Hearing Meeting

August 15, 2012 Business Meeting

Commissioner Andersen moved for approval of the minutes of August 3, 2012 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Romero moved for approval of the August 8, 2012 Public Hearing Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

Commissioner Romero moved for approval of the minutes of August 15, 2012 Business Meeting. Seconded by Andersen. Motion carried unanimously.

### PRESENTATION(S)

5) Valencia County Juvenile Justice Board –Cynthia Ferrari

Ms. Ferrari presented an update and a re-cap of their activities and programs for the past fiscal year. This is their first full fiscal year as a juvenile justice Board and they served 257 youth in this past year. There's been a lot of progress and a lot of changes. Judge Garcia formally known as Judge Gallegos is now the sole chair and Ms. Price is vice chair. Some of the programs included in the update were the RAK, the Mentor Program, Teen Court, Juvenile Drug Court and their second annual retreat is planned for September 13<sup>th</sup>. Commissioner Andersen thanked Ms. Ferrari for all her efforts because as important as the money is, what she is doing to help the youth stay out of jail and to teach them better practices is really the goal.

6) Rio communities Incorporation Committee – Mark W. Gwinn

Mr. Gwinn said they did request this to be placed on the agenda as an action item but was placed on the agenda as a presentation. He is requesting that this be moved to an action item. He has provided a packet that the Rio Communities Committee has put together on the incorporation along with a map, the signed petition and their intent to move forward as a corporation. They are seeking a date to have their community vote to incorporate in January. They feel their community is ready and wants to become its own government. The incorporated area will include Rio Communities, Chamisa and the Senior Mobile Park that runs along Hwy 304 will be included in their foot print.

County Attorney Adren Nance stated what the county commission would have to do is once they have the petitions with signatures, the incorporation map drawn out, then the Rio Communities Incorporation would come to the commission and request a census to be performed. The census would calculate the number of people that are potentially going to vote in this election that would be held.

Mr. Gwinn said they had requested from the previous time to accept their 2010 census which is in the blueprint of their footstep.

Madam Chair asked so if that's been done does the County Clerk's Office still have to do that?

Mr. Nance said he does not know that as he was not aware that Mr. Gwinn already had a census.

Commissioner Gentry said it's been done in the past and what would have to be done would be to authorize the use of census for that purpose which is a very recent census and it does correlate. Rather than go into a \$6,000.00 - \$8,000.00 census study, they'll accept the U.S. Census as validate. Commissioner Gentry believes this is what Peralta did.

Madam Chair said the commission can hold a special meeting on Monday September 10<sup>th</sup> @10:00 A.M. to place this on the agenda as an action item for approval of the Rio Communities census.

Commissioner Gentry said the census needs to be done, set the approval date for an election and at that meeting determine who and how to pay for that election. Those three things need to be done.

Commissioner Andersen asked if the county clerk needed to verify the signatures on the petition.

Mr. Nance stated the Board of County Commissioners would request the clerk verify the signatures.

County Clerk Sally Perea said yes, it can be done.

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

##### **7) Infrastructure Capital Improvement Program – Jacobo Martinez**

Code Enforcement Director Jacobo Martinez stated this is a plan that establishes planning priorities for anticipated capital projects. The state coordinated ICIP processing granted for the development of capital improvements so that they do not find themselves in an emergency situation. The due date for the Capital Improvement Program is October 1<sup>st</sup> and is a discussion item so the commission can take a look at the listed capital improvement projects. It can be discussed, then make a resolution for the meeting of September 19, 2012.

County Manager Bruce Swingle said the county will be submitting a list of about thirty-three different projects and it was recommended that it be narrowed down to a more focused effort in order to be successful in getting as much money as possible for Valencia County and he would encourage the county to immediately setup a committee and address this in order to narrow their focus a little more than throwing up a wish list of thirty-three different items. The Legislative Delegation seems to think that Valencia County would be more successful in returning monies to Valencia County if we'd narrow our focus and our purpose. Mr. Swingle would like to have the finance director, Jacobo Martinez and some commissioner's on this committee. Commissioner Gentry said his recommendation would be rather then narrowing it down to three or four that they place three or four on the top but leave everything as a request.

Commissioner Andersen said she doesn't agree with leaving the hospital planning on the list. It's been planned to death at this point and the county will probably never get it anyway and if we did what are we going to do with it. Commissioner Andersen said she would love to be on the committee.

#### **ACTION ITEMS:**

##### **8) Consideration of 2012 Capital Appropriation Project HB191- Jacobo Martinez**

Madam Chair Otero-Kirkham said she is happy to report that Fire Station Road in her district did receive \$100,000.00 for design, construction and repair. Madam Chair Otero-Kirkham motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT A)

##### **9) Findings of Facts and Conclusion of Law- Jacobo Martinez**

Madam Chair Otero-Kirkham said this was zoning on 2975 Hwy 47, Los Lunas, NM. Commissioner Gentry moves for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT B)

##### **10) Agreement for Inmate Confinement between Santa Fe and Valencia County – Joe Chavez.**

Warden Chavez stated that Valencia County already has an agreement with Santa Fe County, this is a renewal and the only difference is that previously Valencia County was being charged \$85.00 a day plus a \$20.00 booking fee. With the renewal of the contract the \$20.00 booking fee will be eliminated.

Minutes of September 5, 2012 Business Meeting

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

**11) Agreement for Inmate Confinement Between Roosevelt and Valencia County – Joe Chavez.**

Warden Chavez said this is the first agreement with Roosevelt County and is just being proactive in the event the facility would need to be evacuated and they would have an additional place to send the inmates. This is for backup.

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

**12) Request to Accept Capital Outlay Appropriation – Sheriff Louis Burkhard**

Valencia County Sheriff Burkhard stated his department was awarded by the Legislature \$202,500.00 to purchase vehicles which will cover the purchase of six new vehicles.

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

**13) Mutual / Automatic Aid Agreement with Socorro County – Steven Gonzales**

Mr. Gonzales said this agreement between Valencia County and Socorro is for personnel and equipment to come in and support Valencia County in the event of an emergency or disaster that exceeds the resources available within Valencia County. Valencia County has been supporting northern Socorro for quite a while.

Commissioner Gentry asked how many runs does Valencia County make into Socorro County out of our districts area and how often has Socorro responded to Valencia County.

Mr. Gonzales said he doesn't have exact numbers but there are quite a few into Socorro County. There are more medical than fire which is a substantial number. It is substantially less, very little for Socorro County coming into Valencia County being that Valencia County has been supporting northern Socorro County area for quite a while.

Commissioner Gentry said he believes Socorro never comes into Valencia County and we run several times a week into Socorro. For five years we have asked for a compensation agreement with Socorro County because there's no equipment in Northern Socorro County that he's aware of. If you were to research what Valencia County is spending going into Socorro County every month it would be substantial and feels the commission ought to get a reimbursement schedule? Commissioner Gentry would also like to get some figures for going into northern Socorro per month or per year.

County Manager Bruce Swingle said he was not aware of this but if it the commission would like for him to work with the Socorro County manager and pull the numbers together to see what the costs are for Valencia County, he will do that.

Commissioner Gentry moved for approval of the Mutual Aide Agreement. Seconded by Commissioner Andersen to include directing the Valencia County Manager Bruce Swingle meet with the Socorro County Manager to see what can be negotiated. Motion carried unanimously. (SEE EXHIBIT F)

**14) Mutual / Automatic Aid Agreement with Bernalillo County – Steven Gonzales**

Mr. Gonzales said this would be more of a response to Valencia County. It has been very minimal that Valencia County has had to go into Bernalillo County to support them but if Valencia County had the need they would definitely come to Valencia County to support us.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT G)

**15) Award of Audit Services Contract, RFP (#VCR-Fy13-001) – Mike Vinyard**

Commissioner Andersen moves for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT H)

**16) Approval of Solid Waste RFP (#VCR-FY13-005), Authorization to initiate Formal Procurement – Mike Vinyard.**

Commissioner Gentry thanked Mr. Vinyard for all his hard work putting this together but feels the commission needs to look at this a bit further as he has several questions and concerns that need to be clarified. His preference is to have the commission sit down with the Procurement Department and the manager and have the commission go over what's in the RFP (Request for Proposal) before it's put out for bid.

Commissioner Andersen said about two weeks ago the commission had a workshop with Mr. Vinyard in which the commission went over many of the items that are covered in this RFP and at that time also received a draft of the RFP. She sent some comments to Mr. Vinyard by email and had her questions answered. This draft had been available to all the

commissioners for that length of time and to wait until now to start asking questions, she finds it indefensible. She would be happy to listen to Commissioner Gentry's questions but they need to get this done. They have stalled this action in this county for at least twenty years.

Madam Chair Otero-Kirkham said this has been an eight year process for her and agrees with Commissioner Andersen that the Commission needs to move on this.

Commissioner Andersen said the goal is to get a proposal from people who can and are willing to work with the county to provide us with a service the county desperately needs. The commission can work on the conditions for that contract after they get the proposal and who knows what that might bring, but this is not a contract. We are not bound by it and it can be changed tomorrow.

Commissioner Andersen moved for approval. Seconded by Madam Chair Otero-Kirkham. Commissioners Gentry and Romero voted no. Motion fails.

Madam Chair Otero-Kirkham said she would like for everyone to understand that all the commission did was not approve this particular draft of the RFP and that corrections can be made and a new RFP can be brought forward again.

**17) Award of Legal Services Contract, RFP (#VCR-FY12-507) – Michael Vinyard.**

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT I)

**FINANCIAL MATTERS:**

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

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBITS J-P)

**PUBLIC COMMENT:**

Those individuals making comments at today's Business Meeting were Valencia County residents Tom Mrasz, Jim Crawford, Mike Wood, Clarke Metcalf and Mr. Clemmons.

**EXECUTIVE SESSION**

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

Commissioner Gentry moved to go into Executive Session. Seconded by Commissioner Romero. Roll call, Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Madam Chair Otero-Kirkham voted yes. Motion carried 4-0.

Commissioner Romero moved to go back into Regular Session. Seconded by Madam Chair Otero-Kirkham. Motion carried unanimously.

County Attorney Adren Nance stated items discussed in Executive Session were limited to the matters listed on the agenda and stated in the motion for closure which were Code Enforcement Officer Michael Marquez and Barela vs. BOCC. No final action was taken.

Commissioner Romero moved for approval of the summary as stated by counsel. Seconded by Commissioner Gentry. Roll call, Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Madam Chair Otero-Kirkham voted yes. Motion carried 4-0.

**NEXT COMMISSION MEETING:**

Special Meeting will be held on September 10, 2012 @ 10:00 A.M. in the County Commission Room at the Valencia County Courthouse.

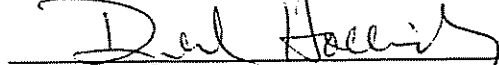
Next Public Hearing Meeting of the Valencia County Board of County Commission will be held on September 12, 2012 Business Meeting @ 5:00 P.M. in the Valencia County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM 87031.

**11) Adjournment**

Commissioner Romero moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME: 12:51 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the September 5, 2012 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
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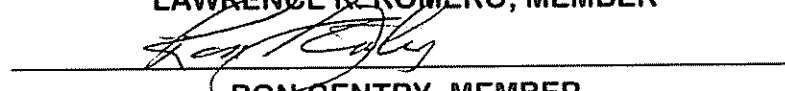
**DONALD E. HOLLIDAY, CHAIRMAN**

  
\_\_\_\_\_

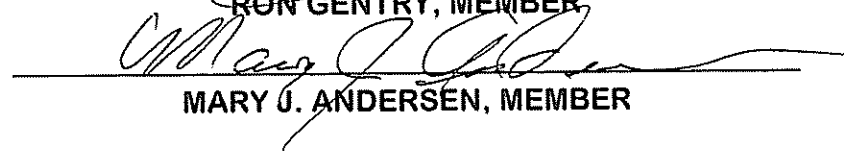
**GEORGIA OTERO-KIRKHAM, VICE-CHAIR**

  
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**LAWRENCE R. ROMERO, MEMBER**

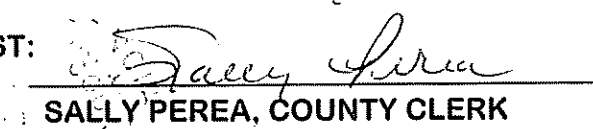
  
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**RON GENTRY, MEMBER**

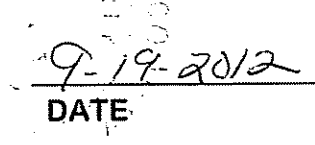
  
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**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

  
\_\_\_\_\_

**SALLY PEREA, COUNTY CLERK**

  
\_\_\_\_\_

**DATE**

Contract Number: \_\_\_\_\_  
Vendor Number: 0000054407  
Control Number: C3121526

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Department of Transportation, P.O. Box 1149, South Building 1 North, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department", and Valencia County, hereinafter called the "Grantee". The Effective Date of this Agreement is the date of last signature by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2012 HB191, Chapter 64, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**DFA Appropriation ID 12-1526 NMDOT Control Number C3121526 \$100,000**  
**APPROPRIATION REVERSION DATE: June 30, 2016**  
Laws of 2012 HB191, Chapter 64, Section 18, Sub Section 51, one hundred thousand dollars (\$100,000) to plan, design and construct improvements to Fire Station road in Valencia county.

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( EXHIBIT A )

NMDOT SH 7/17/2012

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CN C3121526



The Grantee's total reimbursements shall not exceed the appropriation amount one hundred thousand dollars (\$100,000) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, (AIPP Amount) zero dollars (\$0.00) which equals one hundred thousand dollars (\$100,000), hereinafter referred to as "Adjusted Appropriation Amount."

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited herein Article I. A., the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description." "A more detailed scope of work, included in the term Project Description, is attached as Attachment A to this Agreement." The Department has included specific requirements as detailed in Attachment B to this Agreement. If the Attachments impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachments shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the DFA Appropriation ID and the Project's control number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a.) The Adjusted Appropriation Amount identified in Article I. A., herein or (b.) The total

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." See, Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth Article IX. herein; and
  - (v) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations), to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
    - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations), as soon as possible after execution by the Third Party but prior to execution by the Grantee.
    - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
    - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
    - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

Department: Department of Transportation District 3 Office  
Name: Robert Garcia  
Title: Oversight Engineer  
Address: P.O. Box 91750 A. Albuquerque, New Mexico 87199  
Email: Robert.Garcia1@state.nm.us  
Telephone: 505-798-6621  
FAX: 505-798-6663

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I. A., the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2016, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V. herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement,

it is not sufficient for the Grantee to “encumber” the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V. A.

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I. and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V.B.

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI. D. herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II. herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V. herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI.A., the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V. A. (iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

### **C. Paperless Reporting**

In lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days advance, written notice of the switch to or from paperless reporting. The Department shall also give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII., the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III. herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within 15 calendar days from the date of cashing or depositing of the State warrant.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II. herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are

for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II. herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.



- (v) The Grantee has the legal authority to receive and expend the Project's funds.
- (vi) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (vii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (viii) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (ix) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (xi) The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.
- (xii) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to

implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part of all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

**ARTICLE XIII. LIABILITY**

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

**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior

or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN  
CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE  
UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the [Valencia County] may immediately terminate this Agreement by giving Grantee written notice of such termination. The [Valencia County]’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the [Valencia County] or the [Department of Transportation] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Valencia County] or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS  
FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS  
AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a [Department of Transportation] Grant Agreement. Should the [Department of Transportation] early terminate the grant agreement, the [Valencia County] may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [Valencia County] only liability shall be to pay contractor or vendor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

*James Otero* Vice Chair  
Signature of Official with Authority to Bind Grantee

By: Georgia Otero Kiekhafer  
(Type or Print Name)

Its: Vice-Chair  
(Type or Print Title)

9-5-2012  
Date

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

By: David Pato  
(Type or Print Name)

Its: County Attorney  
(Type or Print Title)

9/5/12  
Date

DEPARTMENT OF TRANSPORTATION

By: Kathryn E. Bender

Its: Deputy Secretary, Programs & Infrastructure

\_\_\_\_\_  
Date

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

Cynthia A. Christ  
By: Cynthia Christ

Its: Assistant General Counsel

8-6-12  
Date

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CN C3121526

I II

CAPITAL OUTLAY PROJECT SCOPE AND TERMINI FORM

Appropriation ID: 12-1526 Control Number: C3121526

Specific Roadway Project Information		
Route #(s)/Road #(s)/Road Name(s)	Begin Termini (Mile Post if applicable)	End Termini (Mile Post if applicable)
Fire Station Road	NM 263 (El Cerro Loop)	1 mile north approximately


Estimated Cost in each area that this appropriation will be utilized for			
Planning	Design	Construction	Other (specify)
		\$100,000	

**Provide a Detailed Project Scope in Space Below**

Include items such as pavement rehab or construction/reconstruction, shoulder widening, intersections, bridge replacement or rehab, bike paths/lanes, sidewalks or other type of pedestrian facilities, structural improvements, drainage improvements, lighting or signal improvements, signing, striping, right of way acquisition, & all other pertinent information.

1 1/2" Overlay of asphalt starting at Orona, going north approximately 1 mile. The County will construct as much of Fire Station Rd with the funding.

Tribal/Local Government Agency Name: County of Valencia



(Signature)

Public Works Director

(Title)

Jacobo Martinez

(Printed Name)

(505)866-8740

(Telephone Number)

06/28/2012

(Date)

Must be signed by authorized officer who has knowledge of the representations contained in this Form.

When complete fax or e-mail form to:	Joseph Romero, LGAU New Mexico Department of Transportation (NMDOT) Phone: 505-827-5575 Fax: 505-827-3229 <a href="mailto:Joseph.Romero@state.nm.us">Joseph.Romero@state.nm.us</a>
Tribal/Local Government Agencies must complete each section. Failure to do so may cause delays in the review of your project for the funding agreement process.	

## ATTACHMENT B

### **The Valencia County shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Valencia County shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, 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 Technical Support Bureau 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 and 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 lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting 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 Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PERIODIC/FINAL REPORT  
EXHIBIT 1

☐ PERIODIC REPORT☐ FINAL REPORT

Grantee: \_\_\_\_\_ DFA Appropriation ID: \_\_\_\_\_  
Project Control Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

B. Project Phase

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐  
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

☐ PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

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\_\_\_\_\_  
Grantee Representative/Title  
NMDOT SH 7/17/2012

\_\_\_\_\_  
Date  
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CN C3121526



STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
REQUEST FOR PAYMENT  
EXHIBIT 2

<b>I. Grantee Information</b>				<b>II. Payment Computation</b>			
(Make sure information is complete & accurate)				A. Adjusted Appropriation Amount:			
A. Grantee Representative:				B. Total Amount of Funds Received by Gr:			
B. Address:				C. Amount of this Request for Payment:			
Complete Mailing, including Suite, if applicable:				D. Unexpended Grant Balance: \$0.00			
City State Zip				E. GF STB (attach wire if 1st drs			
C. Phone No: ( )				F. Payment Request No.			
D. Project Control No.							
DFA Appropriation ID:							
E. Project Title:							
F. Reversion Date:							
<b>III. Fiscal Year Expenditure Period Ending:</b>				<b>Fiscal Year</b>			
(check one)				(Jan-Jun) (Jul-Dec)			

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or act invoices; and that the grant activity is in full compliance with the grant agreement. None of the obligatio for which payment is requested has formed the basis for any payment previously made.

<b>Grantee Fiscal Officer</b>		<b>Grantee Representative</b>	
Printed Name		Printed Name	
Date:		Date:	
SWORN TO AND SUBSCRIBED		SWORN TO AND SUBSCRIBED	
before me on this day		before me on this day	
of , 20		of , 20	
Notary Public		Notary Public	
My Commission expires		My Commission expires	

(DOT/District Use Only)

<b>Vendor Code:</b>		<b>Fund No.:</b>	
<b>Loc No.:</b>			
District Fiscal Officer Date		District Project Manager Date	
I certify that the Local Government financial and vendor file information agree with the above submitted information		I certify that the Local Government records and related appropriation laws agree with the above submitted information	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF VALENCIA COUNTY

In the matter of Amending the Zone Map  
from C-1 to C-2, Valencia County, New  
Mexico, application by Bernardo Garcia.

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

**THIS MATTER** came before the Board of County Commissioners of Valencia County ("the Board") on August 8<sup>th</sup>, 2012, and was held pursuant to the applicant Bernardo Garcia's application to Amend the Zoning Map from a Neighborhood Commercial (C-1) zoning designation to a Community Commercial (C-2) zoning designation on the lot commonly described as: T6N, R2E, Section 15; NMPM; Tract 16-B1-A; Zoned C-1; Filed in Book 365, Page 2930, of the office of the Valencia County Clerk; Also known as 2975 Highway 47, Los Lunas, NM.

The Board, having considered the documents in the record before it, testimony of staff, applicants and members of the public, and argument by the parties and/or their legal representatives, **FINDS:**

**Findings of Fact**

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on August 8, 2012, at which was had the public hearing of the Application to Amend Zoning Maps, was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The applicant's request is for an amendment to the Zoning Map from a Neighborhood Commercial (C-1) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R2E, Section 15; NMPM; Tract 16-B1-A; Zoned C-1; Filed in Book 365, Page 2930, of the office of the Valencia County Clerk; Also known as 2975 Highway 47, Los Lunas, NM.
3. Approval of the application will result in allowing for the development of a plant nursery and landscaping material business on the subject property.
4. The property for which the zone change is presently designated as Neighborhood Commercial (C-1).
5. The purpose of the C-1 District is to provide limited convenience commercial services for a specific residential market area.
6. The purpose of the Community Commercial (C-2) District is to provide for more intensive commercial services than in the C-1 District for numerous neighborhoods in the geographic area.
7. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on June 25, 2012. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 3-0 to recommend approval of the zone change.
8. The Planning and Zoning Commission Found:
  - a. The development as described by the applicant (Landscape and Supply) is appropriate considering the surrounding land use and pattern development in the area.
  - b. The development as described by the applicant (Landscape and Supply) enhances the County's protection of public health, safety and welfare.
  - c. The development as described by the applicant (Landscape and Supply) provides quality public utility that will steer urbanizing development to areas with adequate infrastructure and utility.
  - d. The development as described by the applicant (Landscape and Supply) strengthens the economic base of the County.

( EXHIBIT B )

- e. The type of development as discussed is encouraged; however, changing the zone to a C-2 designation is not desirable.
9. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
10. The Board finds that the development as described by the applicant (Landscape and Supply) is appropriate considering the surrounding land use and pattern development in the area.
11. The Board finds that the development as described by the applicant (Landscape and Supply) enhances the County's protection of public health, safety and welfare.
12. The Board further finds that the development as described by the applicant (Landscape and Supply) strengthens the economic base of the County.
13. The Board finds that the type of development as discussed is encouraged, but does not otherwise desire to open the property to other permitted uses within a C-2 designation.
14. The Board finds that the construction of a nursery at this location is consistent with developing the area in a manner that balances the patterns of urban development with the rural character and natural resources of the County
15. The Board further finds that the development of a nursery at this location is consistent with surrounding land uses, density and the pattern of development in the area.
16. The Board of County Commissioners held a Public Hearing on this request on August 8, 2012. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 4-1 to approve this request on August 15, 2012.
17. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

### Conclusions of Law

The following conclusions of law are cumulative, but are severable and independent of each other.

A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).

B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).

C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.

D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).

E. The Board has authority and jurisdiction over the Petition for Zone Change filed by Bernardo Garcia.

F. All parties entitled to notice were afforded notice in accordance with the applicable Valencia County Ordinances, New Mexico State Statutes, and common law.

G. The applicant and the public were afforded due process pursuant to the United States Constitution, the New Mexico Constitution, and in accordance with the applicable Valencia County Ordinances.

H. The Board takes notice that §154.061 of the Valencia County Zoning Code provides that the proposed zone change should be consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan. As further delineated below, the Board's decision herein is consistent with the Comprehensive Plan.

I. The Board takes notice that the Valencia County Comprehensive Land Use Plan of October 7, 2005, ("Comprehensive Plan") is the comprehensive plan applicable to this matter, and was properly adopted according to New Mexico statutory authority.

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

*Reference to Document: (ZC12\_003) Zone Change of Bernardo Garcia.*

*Approved and passed 8th of August 2012, by the Board of County Commissioners of Valencia County.*

K. Regional Infrastructure Goal K of the Comprehensive Plan encourages the County to "Promote regional facilities and services that meet health and safety needs of the County."

L. Economic Development Goal P of the Comprehensive Plan encourages the County to "Strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

M. Section 154.061 (C) (2) of the Zoning Ordinance provides that "The proposed change [be] appropriate considering...the surrounding land uses, density and pattern of development in the area..." The future land use intended by the Applicant is consistent with the Zoning Ordinance.

N. The zone change from Neighborhood Commercial (C-1) to a Community Commercial (C-2) for the purposes of operating a nursery is consistent with the above-stated Comprehensive Plan goals, and is further appropriate considering the surrounding land uses, density, and pattern of development in the area.

#### Decision

**IT IS, THEREFORE, ORDERED** that the zone change from Neighborhood Commercial (C-1) zoning designation to a Community Commercial (C-2) zone designation is conditionally approved with the following conditions:

1. Applicant recognizes and agrees that it shall submit proof of financing to County Planning and Zoning and start on actual site preparation within one year of approval of this quasi-judicial district change, in addition to the other requirements set forth in the County's zoning ordinance, and recognizes and agrees that if Applicant fails to submit proof of financing to County Planning and Zoning and start actual land preparation within one years of approval of this quasi-judicial district change, or otherwise fails to satisfy the other requirements set forth in the County's zoning ordinance, the property will automatically and without action by the County or applicant revert back to C-1 by operation of law and pursuant to the terms of these Findings of Fact and Conclusions of Law.
2. Applicant further recognizes and agrees that if the use of the property as a Landscape and Supply business ever shall cease, the property will automatically and without action by the County or applicant revert back to C-1 by operation of law and pursuant to the terms of these Findings of Fact and Conclusions of Law.
3. Applicant further recognizes and agrees that this property will not be utilized for any other purpose permitted in an C-2 zone except that provided above, and that should the property be used for any other such purpose, the property will automatically and without action by the County or applicant revert back to C-1 by operation of law and pursuant to the terms of these Findings of Fact and Conclusions of Law.

#### **BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**

P.O. Box 1119 / 444 Luna Ave  
Los Lunas, NM 87031

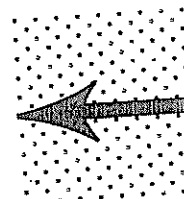
\_\_\_\_\_  
Donald E. Holliday  
Chair, District V

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

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

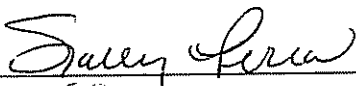
\_\_\_\_\_  
Georgia Otero Kirkham  
Vice-Chair, District II

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



*Reference to Document: (ZC12\_003) Zone Change of Bernardo Garcia.  
Approved and passed 8th of August 2012, by the Board of County Commissioners of Valencia  
County.*

Attest:



Sally Perea, County Clerk

Date: 9-5-2012

I hereby acknowledge, represent, warrant and confirm that I have read and understand the conditions set forth above, that I have had the assistance of counsel, or the opportunity to obtain counsel, in reviewing, discussing, and considering the conditions set forth in these Findings of Fact and Conclusions of Law, and, if applicable, that counsel has read and considered the conditions and has advised me on these conditions, and I agree to be bound by these terms and conditions. These conditions shall be binding upon the parties and their heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone claiming by, through, or under any one of the parties.

Date: \_\_\_\_\_

Bernardo Garcia

**AGREEMENT FOR INMATE CONFINEMENT  
BETWEEN THE COUNTY OF SANTA FE  
AND VALENCIA COUNTY**

**THIS AGREEMENT** is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and Valencia County, a political subdivision of the State of New Mexico (hereinafter referred to as "the Contractor").

**RECITALS**

**WHEREAS**, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail of the Contractor's County; (ii) or in imminent danger housed in the Contractor's facility;

**WHEREAS**, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

**WHEREAS**, the County is willing to incarcerate the Contractor's inmates from time-to-time as set forth herein;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by both parties as follows:

1. **HOUSING OF PRISONERS.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and Law and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The Contractor shall pay the County \$85.00 per day for each full or partial calendar day for each Contractor inmate confined at SFCADF. SFCADF has the option to review and increase this Contract upon the anniversary date. .
3. **CONDITIONS OF HOUSING.** The County will house all prisoners consistent with its prevailing policies, post orders and other routine practices,

BOOK 073                      PAGE 623

unless additional housing policies are specified by Appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within thirty (30) days of receipt. If an invoice is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.
5. **INMATE APPROVAL.** The SFCADF Warden or Designee shall have the right to refuse housing to any person proposed for housing in the SFCADF, for any reason.
6. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.
7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.
8. **MEDICAL CARE.**
  - A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.
  - B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by persons housed at the SFCADF.
  - C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of \$20.00 per officer, per hour, and \$ .55 per mile, to and from the appointment. The Contractor shall be responsible for the per diem

rate plus the hourly rate for officers providing security during the period of any off-site medical confinement that exceeds 24 hours.

9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is one year. Unless either party provides sixty (60) days written notice to the other party of its intent not to renew the Agreement, the Agreement will automatically be renewed for a one-year period, not to exceed a total of four years.
10. **TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61<sup>st</sup> day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor's inmates.
11. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.
12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self insurance) for its activities under this Agreement.
13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
14. **RECORDS AND AUDIT.**
  - A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.



B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.

15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

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

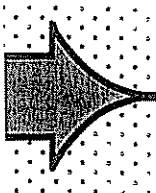
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

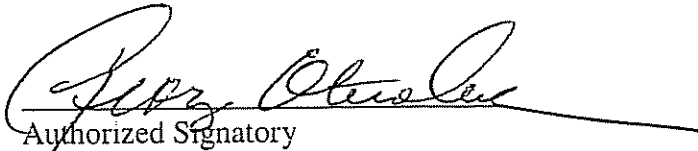
18. **ACCESS BY CONTRACTOR.** The Contractor, through permission of the Director of SFCADF, may inspect the conditions under which its inmates are detained at the SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.

19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

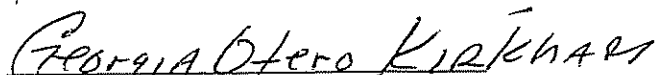
IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor:



  
Authorized Signatory

Date: 9-5-2012

  
Printed Title of Authorized Signatory

**Santa Fe County**

\_\_\_\_\_

Katherine Miller, County Manager

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_

Stephen Ross, County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_

Teresa Martinez, County Finance Director

Date: \_\_\_\_\_

**Agreement for inmate confinement  
Between the County of Roosevelt  
and the County of Valencia**

**THIS AGREEMENT** is entered into by the and between the County of Roosevelt, hereinafter referred to as the "County" and Valencia County, hereinafter referred to as the "Contractor."

**Recitals**

**WHEREAS**, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation of the Contractor's ordinances, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

**WHEREAS**, the County owns and operates the Roosevelt County Adult Detention Center (RCDC) which from time to time, has vacant bed space; and

**WHEREAS**, the County is willing to incarcerate the Contractor's inmates on a space available basis.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by both parties as follows:

1. **PURPOSE.** The Purpose of this agreement is to establish the terms and conditions under which the County shall accept and detain, on a space available basis, the Contractor's inmates which may be delivered to RCDC, from time to time, for incarceration.

2. **COMPENSATION.**

**Per Diem**

The contractor shall pay the county \$65.00, per full or partial day for each Contractor inmate confined at RCDC. The per daily rate will increase each year beginning on August 1, 2013, in an amount equal to five percent (5%) of the then current rate. ( EXHIBIT D )

## **Booking Fee**

A \$00.00 booking fee shall be charged for each individual booked into the RCDC. If an individual is sentenced to serve multiple weekends as part of his or her judgment and sentence, the booking fee will apply only to the initial booking.

3. **BILLINGS.** The County shall bill the contractor on a monthly basis and shall provide the Contractor a statement containing the names the Contractor's inmates and their booking number, dates of incarceration, so the total number of days billed and the total Contractor inmate costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly and be owed to the County.
4. **INMATE APPROVAL.** The RCDC Administrator shall have the right to refuse the housing of any Contractor inmate in the RCDC.
5. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its inmates to and from RCDC. In the event of medical necessity RCDC shall be the Contractor for transportation at the rates at paragraph 7, medical care, section C
6. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from the contractor's inmates upon arrival at RCDC. The County is not responsible for items determined to be contraband or not listed during the time of booking.
7. **MEDICAL CARE.**
  - a. **Routine on Site Care.** The County shall provide routine on site medical care and routine mental health care for contractor's inmates while they are detained at RCDC.
  - b. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs for its inmates.

c. **Off Site Care.** The contractor is responsible for all costs of offsite medical, and mental health care of its inmates. Upon request by the contractor, the County may provide transportation and security to and from the offsite facility. The County shall bill the contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile to and from the appointment. The contractor shall be responsible for providing security for the inmate(s) for any period of medical confinement that exceeds 72 hours.

8. **TERM.** This agreement shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
9. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice to the party, however, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from the RCDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61<sup>st</sup> day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's inmates.
10. **FACILITIES AND EQUIPMENT.** Any and all facilities and equipment used by the County pursuant to this agreement and any addenda thereto shall remain the property of the County or any other party with whom the County shall enter into an agreement for the use or lease of property or facilities. The Contractor shall not be responsible for the maintenance, upkeep, or repair of any County Facility or property used pursuant to this agreement.
11. **NO THIRD PARTY BENEFICIARIES.** This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the

Contractor, and no person shall claim any right, title, or interest under this agreement, or seek to enforce this agreement as a third party beneficiary of this agreement or otherwise.

**12. LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

**13. WORKER'S COMPENSATION.** The county shall comply with state laws and rules applicable to worker's compensation benefits for its employees.

**14. SUBCONTRACTING.** The County may sub contract the services to be performed under this agreement.

**15. RECORDS AND AUDIT.**

a. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall be subject to inspection by the contractor, the Department of Finance and Administration and the State Auditor.

b. **Contractor Information.** The contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's inmate incarceration and shall furnish any and all criminal histories of Contractor inmates in custody at RCDC.

**16. AMENDMENTS.** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

**17. SCOPE OF AGREEMENT.** This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements covenants and understandings have been merged into this written agreement. No prior

agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

**18. APPLICABLE LAW.** This agreement shall be governed by the laws of the State of New Mexico.

**19. REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.


**20. NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.

**21. ACCESS BY CONTRACTOR.** The contractor, through permission of the Detention Administrator of RCDC, May inspect the conditions under which its inmates are detained at the RCDC. Access to RCDC shall be coordinated through the Detention Administrator or their designee.

**22. SEVERABILITY.** Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the county and the Contractor have caused this agreement to e executed, said agreement to become effective when signed by both parties.

Roosevelt County

  
Charlene Webb, County Manager

8-7-12  
Date

Approved as to legal form and sufficiency:

telephonic approval  
Rick Queener, Roosevelt County Attorney

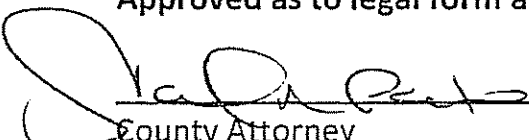
8-1-12  
Date

Valencia County

  
Bruce Swingle, County Manager

09/13/12  
Date

Approved as to legal form and sufficiency:

  
County Attorney

9/5/12  
Date



STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
SEVERANCE TAX BOND CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or "DFA", and the Valencia County, hereinafter called the "Grantee." The Effective Date of this agreement is the date of the last signature by both the Department and the Grantee.

RECITALS

WHEREAS, in the Laws of 2012, Chapter 64, Section 16, Para. 149 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.i, NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iii) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (iv) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

12-L-G-1496      \$202,500.00      Appropriation Reversion Date: June 30, 2014  
Laws of 2012, Chapter 64, Section 16, Paragraph 149, two hundred two thousand five  
hundred dollars (\$202,500) to purchase and equip packaged patrol vehicles for the county  
sheriff's department in Valencia county;.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited herein Article I. A., the language of the laws cited herein shall control.

( EXHIBIT E )

Grant Agreement No. 04293

Page 1 of 11

BOOK 073

PAGE 634

I II

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

**ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse\* Grantee (hereinafter referred to as "Notice of Obligation") for invoices. Notice of Obligation's will be issued in increments of \$50,000.00. This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a.)The Adjusted Appropriation Amount identified in Article I. A., herein or (b.)The total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth Article IX. herein; and
- (v) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations), to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

\* "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations), as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Valencia County  
 Name: Lawrence Esquibel  
 Title: County Manager (Interim)  
 Address: P.O. Box 1119, Los Lunas, NM, 87031  
 Email: [it@co.valencia.nm.us](mailto:it@co.valencia.nm.us)  
 Telephone: 505-866-2095  
 FAX: 505-866-2424

Department: DFA/Local Government Division  
 Name: Ms. Ariana Vigil  
 Title: Project Manager  
 Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
 Email: [arianam.vigil@state.nm.us](mailto:arianam.vigil@state.nm.us)  
 Telephone: 505-827-8074  
 FAX: 505-82-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I. A., the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2014**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V. herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

**ARTICLE V. EARLY TERMINATION**

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V. A.

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I. and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the

effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V.B.

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI. D. herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II. herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V. herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI.A., the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V. A. (iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit I. The Department shall provide the Grantee with a minimum of thirty (30) days advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

#### **B. Paper Final Report**

The Grantee shall submit to the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit I. The Department shall provide Grantee with a minimum of thirty (30) days advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

#### **C. Paperless Reporting**

In lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days advance, written notice of the switch to or from paperless reporting. The Department shall also give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

#### **D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII., the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit II. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III. herein, that the expenditures are valid or are liabilities incurred by the

Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within 15 calendar days from the date of cashing or depositing of the State warrant.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed **\$25,000**; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II. herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II. herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS: REPRESENTATIONS AND WARRANTIES**

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time

of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee has the legal authority to receive and expend the Project's funds.

(vi) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(vii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(viii) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(ix) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(xi) The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.

(xii) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank



account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part of all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. The Contractor hereby waives any rights to assert an impairment of contract claim against the Grantee, DFA, or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee or DFA."

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a DFA Grant Agreement. Should the DFA early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay Contractor or vendor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. SEVERANCE TAX BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursement rule, 2.61.6 NMAC, as such may be amended or re-codified. B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

GRANTEE  
Georgia Otero Kierkham  
Mayor, County Commission Chairman Date  
Georgia Otero Kierkham  
(Type or Print Name)

STATE OF NEW MEXICO )  
COUNTY OF Valencia )ss

The foregoing instrument was acknowledged before me this 5th day of Sept, 20 12  
by Georgia Otero Kierkham  
[Signature]  
Notary Public

seal

My Commission Expires: 1-10-2013

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ryan Gleason, Director

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_

seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEW MEXICO  
SPECIAL APPROPRIATIONS PROJECTS  
Periodic/Final Report Form  
Exhibit "I"

☐ PERIODIC REPORT      ☐ FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # \_\_\_\_\_ Vendor \_\_\_\_\_

Contract amount # \_\_\_\_\_ Date executed \_\_\_\_\_ Termination \_\_\_\_\_

B. Project Phase

Bonds sold ☐ Plan/design ☐ Bid documents ☐ Construction Phase ☐  
(provide anticipated date of commencement and completion for each phase)

2. Project Amount: \_\_\_\_\_

Expended to date: \_\_\_\_\_

Grant Balance: \_\_\_\_\_

☐ PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project funds are being expended in accordance with the Project description (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state statutory/regulatory requirements.

☐ FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

STATE OF NEW MEXICO  
SPECIAL APPROPRIATIONS PROJECTS  
Request for Payment Form  
Exhibit "II"

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
\_\_\_\_\_  
City State Zip  
C. Phone No: ( ) \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

II. Payment Computation

A. Grant Amount: \_\_\_\_\_  
B. AIPP Amount (If Applicable) \_\_\_\_\_  
C. Funds Requested to Date: \_\_\_\_\_  
D. Amount Requested this Payment: \_\_\_\_\_  
E. Grant Balance: \_\_\_\_\_  
F. ☐ GF ☐ STB (attach wire if 1st draw)  
G. Payment Request No. \_\_\_\_\_

III. Fiscal Year Expenditure Period Ending: (Jan-Jun) ☐ Fiscal Year \_\_\_\_\_  
(check one) (Jul-Dec) ☐

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Grantee Representative

Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission expires \_\_\_\_\_

(DFA/Local Government Division Use Only)

Vendor Code: \_\_\_\_\_  
Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Local Government financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Local Government records and related appropriation laws agree with the above submitted information.	

CAPITAL PROJECT  
BUDGET

TYPE OF BUDGET  
State of New  
Mexico

DFA - Local Government Division

CAPITAL PROJECT COST / FINANCING  
SUMMARY

EXHIBIT D

Date:		PROJECT ID#
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Amendment	
LEGISLATIVE AMOUNT	OTHER AMOUNT	Phase

Grantee	Project Title					
PROJECT COST ACTIVITIES	LEGISLATIVE FUNDS	PROJECT FUNDING SOURCES				TOTAL PROJECT COST
		(Identify other funds - local, state, federal or private)				
		OTHER SOURCES FEDERAL	LOCAL FUNDS	OTHER		\$
Construction						\$
Architect/Engineer						\$
Other Professional						\$
Property Acquisition						\$
Equipment						\$
Vehicle						\$
Other please list						\$
TOTALS:						\$



**MUTUAL AID/AUTOMATIC AID AGREEMENT  
INVOLVING FIRE PROTECTION,  
EMERGENCY MEDICAL SERVICES AND RELATED SERVICES**

This Mutual/Automatic Aid Agreement (hereinafter referred to as "Agreement") is entered into by and between Valencia County, New Mexico, and Socorro County, New Mexico, (collectively referred to as "the Counties") and is effective upon the approval of the governing bodies of each respective county.

**Whereas**, in the past, the Counties of Socorro and Valencia have provided mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance has been found to be beneficial to both of the Counties; and,

**Whereas**, the Valencia County Board of Commissioners are authorized to enter into this Agreement on behalf of Valencia County and,

**Whereas**, the Socorro County Board of County Commissioners are authorized to enter into this Agreement on behalf of Socorro County,

**THEREFORE**, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the Fire Departments of Socorro County and Valencia County shall render Mutual/Automatic Aid to each other in emergency responses and preserving life and property. Such assistance shall be the consideration for this Agreement. Mutual Aid refers to assistance requested by the Counties on an as needed basis. "Automatic Aid" refers to assistance, which shall be dispatched automatically by a responding party within the other party's jurisdiction without a request, as agreed upon and programmed by the respective dispatch centers from time to time.
2. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing either Mutual Aid/Automatic Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 13. This does not include cost recovery, as allowed by law, available by the responding organization from a responsible third party.
3. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either County shall constitute service rendered in the line of duty in such office, employment or volunteer service.
4. The Counties each agree to use its best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by the County's Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.

**EXHIBIT F**

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5. Automatic Aid responses for fire and emergency medical services will be made by personnel and equipment as described in the current policies and procedures covering such responses. These policies and procedures shall be approved by each of the respective Fire Chiefs and reviewed for modifications at a minimum of once a year.
6. During all responses, both parties will follow the National Incident Management System. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:
  - a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.
  - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a National Incident Management System.
  - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection and EMS Services.
  - d. Upon release from the incident, the officer in charge from the responding organization will properly document that organizations role in regards to the incident and forward this documentation to the requesting party in a timely manner.
8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees or agents. The liability of the Counties shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
9. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

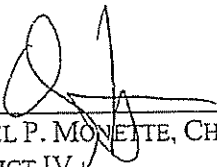
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between Counties for Mutual and Automatic Aid in Fire Protection and Emergency Medical Services and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Valencia County Manager for Valencia County and the Socorro County Manager for Socorro County.
13. The Counties' Fire Chiefs may establish, alter, and amend operating and procedural guidelines between the respective departments in conformity with this Mutual/Automatic Aid Agreement by written proposal. The changes to the operating and procedural guidelines shall be effective when accepted in writing by both County Fire Chiefs.

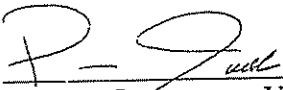
IN WITNESS WHEREOF, the parties have executed this Agreement as of this dates below.

COUNTY OF SOCORRO:


APPROVED, ADOPTED, AND PASSED on this 27<sup>th</sup> day of March 2012.

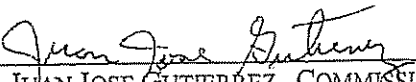
BOARD OF COUNTY COMMISSIONERS

  
DANIEL P. MONETTE, CHAIR  
DISTRICT IV

  
PAULINE JAKAMILLO, VICE-CHAIR  
DISTRICT I

  
PHILLIP ANAYA, COMMISSIONER  
DISTRICT III

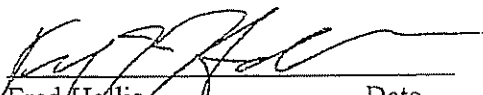
  
RUMALDO J. GRIEGO, COMMISSIONER  
DISTRICT II

  
JUAN JOSE GUTIERREZ, COMMISSIONER  
DISTRICT V

ATTEST BY:

  
REBECCA (BECKY) VEGA, COUNTY CLERK

RECOMMENDED:

  
Fred Hollis Date  
Socorro County Fire Marshal

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of September, 2012.

VALENCIA COUNTY, NEW MEXICO

\_\_\_\_\_  
Donald E. Holliday, Chairman  
District V

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

\_\_\_\_\_  
Mary J. Anderson, Commissioner  
District I

\_\_\_\_\_  
Ron Gentry, Commissioner  
District IV

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

[SEAL]

ATTEST:

By:

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

RECOMMENDED:

\_\_\_\_\_  
Alton Brian Culp

Date

Valencia County Interim Fire Chief

**Mutual Aid/Automatic Aid Agreement  
Involving Fire Protection,  
Emergency Medical Services and Related Services**

This Mutual/Automatic Aid Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Valencia County, New Mexico, and the County of Bernalillo, New Mexico, (hereinafter referred to as "Bernalillo County") (collectively referred to as "the Counties").

**Whereas**, in the past, the Counties of Bernalillo and Valencia County have provided mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance has been found to be beneficial to both of the Counties; and,

**Whereas**, the Valencia County Board of Commissioners and the Board of County Commissioners of the County of Bernalillo are authorized to enter into this Agreement on behalf of their respective counties.

**THEREFORE**, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the Fire Departments of Bernalillo County and Valencia County shall render Mutual/Automatic Aid to each other in emergency responses and preserving life and property. Such assistance shall be the consideration for this Agreement. Mutual Aid refers to assistance requested by the Counties on an as needed basis. "Automatic Aid" refers to assistance, which shall be dispatched automatically by a responding party within the other party's jurisdiction without a request, as agreed upon and programmed by the respective dispatch centers from time to time.
2. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing either Mutual Aid/Automatic Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 12. This does not include cost recovery, as allowed by law, available by the responding organization from a responsible third party.
3. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either County shall constitute service rendered in the line of duty in such office, employment or volunteer service.
4. The Counties each agree to use its best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by the County's Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.

( EXHIBIT G )

BOOK 073      PAGE 654

5. Automatic Aid responses for fire and emergency medical services will be made by personnel and equipment as described in the current policies and procedures covering such responses. These policies and procedures shall be approved by each of the respective Fire Chiefs and reviewed for modifications at a minimum of once a year.
6. During all responses, both parties will follow the nationally recognized incident command structure upon arrival of the requested party and then Mutual Aid will follow under a unified command structure. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:
  - a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.
  - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a unified command structure
  - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection and EMS Services.
  - d. Upon release from the incident, the officer in charge from the responding organization will properly document that organizations role in regards to the incident and forward this documentation to the requesting party in a timely manner.
8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees or agents. The liability of the Counties shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
9. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between Counties for Mutual and Automatic Aid in Fire Protection and Emergency Medical Services and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Chief Administrative Officer for Valencia County and the Bernalillo County Manager.
13. The Counties' Fire Chiefs may establish, alter, and amend operating and procedural guidelines between the respective departments in conformity with this Mutual/Automatic Aid Agreement by written proposal. The changes to the operating and procedural guidelines shall be effective when accepted in writing by both County Fire Chiefs.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of September, 2012.

VALENCIA COUNTY, NEW MEXICO

\_\_\_\_\_  
Donald E. Holliday, Chairman  
District V

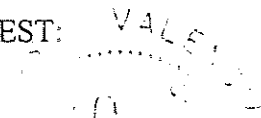
\_\_\_\_\_  
Georgia Otero-Kirkham, Vice Chair  
District II

\_\_\_\_\_  
Mary J. Anderson, Commissioner  
District I

\_\_\_\_\_  
Ron Gentry, Commissioner  
District IV

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

[SEAL]

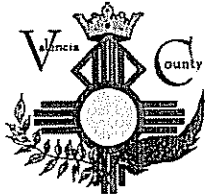
ATTEST: 

By: Sally Perea  
Sally Perea, County Clerk

RECOMMENDED:

\_\_\_\_\_  
Alton Brian Culp Date  
Valencia County Interim Fire Chief





VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

**IPA Recommendation Form for Audits**

(Please print on your agency's letterhead)

- ❖ Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(B)(6)(c).

**I.**

**Agency Contact Information Requirement**

Name of Agency: Valencia County  
Address of Agency: 444 Luna Ave., Suite 100  
Phone # of Agency: 505-866-2014 FAX# of Agency 505-866-3355  
City: Los Lunas (State: NM) Zip: 8 7 0 3 1- 6 8 0 0 Web Site Address: www.co.valencia.nm.us

**Agency Head Contact Information**

Name of Agency Head: Bruce Swingle Title of Agency Head: County Manager  
E-mail address of Agency Head: bruce.swingle@co.valencia.nm.us

**Agency Contact Information**

Name of Agency Contact: Michael Vinyard Title of Agency Contact: Purchasing Agent  
Phone # of Agency Contact: 505-866-2006 FAX# of Agency Contact 505-866-2424  
E-mail address of Agency Contact: michael.vinyard@co.valencia.nm.us

**Notice: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.**

**II.**

**Recommended Independent Public Accountant (IPA) Information**

Name of IPA Firm: Axiom CPA's and Business Advisors, LLC  
Phone # 505-797-7253 Fax: 505-797-7254 E-mail Address: chris.garner@axiomnm.com

Name of the IPA Firm's on-site manager: Chris Garner  
(Note: The name of the On-Site Manager must match the name listed in the Audit Contract. If there is a change, the Office of the State Auditor must be notified in writing)

**III.**

For which Fiscal Year (FY) is this recommendation being made: FY12  
Estimated Audit Start Date Sept. 10, 2012 Estimated Completion Date Nov. 14, 2012

**IV.**

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds. American Recovery and Reinvestment Act (ARRA) expenditures should be included in this determination):

- ☒ My agency procured an annual financial and compliance audit without a Single Audit.  
☐ My agency procured an annual financial and compliance audit with a Single Audit.

( EXHIBIT H )

V.

Please check the appropriate box below:  
☒ This is a multi-year award and this request applies to the 1st year of a 3 year Proposal.  
☐ This is a one year procurement award for only the fiscal year indicated in Section III.

VI.

Rotation Requirement: (Per Section 2.2.2.8(C)(b) NMAC)  
How many years has your agency contracted with the IPA recommended above for annual compliance audit services consecutively without a minimum of a 2 year break? 0-new contract. If this is considered a small purchase (no more than \$50,000 excluding gross receipts tax (GRT)); in any of those consecutive years has the cost of the audit engagement been over \$50,000 (excluding GRT)? Yes ☐ No ☒

VII.

BREAKDOWN	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
	1 <sup>st</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	3 <sup>rd</sup> Year
	Hours	Cost	Hours	Cost	Hours	Cost
	FYE <u>12</u>		FYE <u>13</u>		FYE <u>14</u>	
AGENCY CONTRACTS						
Financial Statement Audit	<u>350</u>	<u>35,000.00</u>	<u>350</u>	<u>35,000.00</u>	<u>350</u>	<u>35,000.00</u>
Federal Single Audit	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Financial Statement Preparation	<u>60</u>	<u>6,000.00</u>	<u>60</u>	<u>6,000.00</u>	<u>60</u>	<u>6,000.00</u>
Other allowed nonaudit Services	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Other (housing authorities, or other component units)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
SUB TOTAL	<u>410</u>	<u>41,000.00</u>	<u>410</u>	<u>41,000.00</u>	<u>410</u>	<u>41,000.00</u>
Gross Receipts Tax		<u>2,870.00</u>		<u>2,870.00</u>		<u>2,870.00</u>
TOTAL COMPENSATION		<u>43,870.00</u>		<u>43,870.00</u>		<u>43,870.00</u>

Agency Head/Designee: Bruce Swingle (Signature) Bruce Swingle (Print Name)

County Manager, 09/04/12 (Title and Date)

Date \_\_\_\_\_

Contract No. \_\_\_\_\_

**STATE OF NEW MEXICO  
AUDIT CONTRACT**

This CONTRACT is made and entered into this 5th day of September, 2012, by and between the  
County of Valencia  
hereinafter referred to as the "Agency", and  
Axiom CPA's and Business Advisors, LLC  
hereinafter referred to as the "Contractor", and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as "State Auditor".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2011 through June 30, 2012:**
- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
  - (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.53);
  - (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.53), if applicable, consisting of:
    - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);

- (b) Combining financial statements;
  - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by Section 2.2.2.10(A)(2)(e) NMAC.
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of SAS AU 558.05 through .09:
- (1) The Management Discussion and Analysis (MD&A);
  - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and
  - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (2.2.2 NMAC).
- D. If this contract is for a:
- 1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (May 1, 2006), then another appropriate reporting model should be used; or
  - 2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10(A)(1) and 2.2.2.12(C), *Requirements for Contracting and Conducting Audits of Agencies*. If a 501(c)(3) component unit organization had a gross annual income in excess of \$100,000, Section 6-5A-4 NMSA 1978 requires that entity to be audited regardless of materiality.

## 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before November 15, 2012 and in accordance with 2.2.2.9 NMAC:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the dated and signed engagement letter required by Section 2.2.2.8(L) NMAC if not previously submitted;
  - (3) a copy of the signed management representation letter required by SAS AU 333;
  - (4) a list of the passed adjustments required by SAS No. 89.04; and
  - (5) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org).
- B. For purposes of 2.2.2 NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9(A) NMAC will be considered received by the due date provided in that section. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Subsection C of 2.2.2.13 NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.
- D. Pursuant to Section 2.2.2.8(L) NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to 2.2.2.13 NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business

days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **THREE** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 25 copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

3. **COMPENSATION**

A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed 43,870.00.

B. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	35,000.00
(2) Federal single audit	
(3) Financial statement preparation	6,000.00
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., component units, specifically identified)	

Gross Receipts Tax = 2870.00

Total Compensation = 43,870.00

C. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.

D. Pursuant to Section 12-6-14 NMSA 1978 and the corresponding rule, Section 2.2.2.8(I), the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the

approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.
- B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8(B)(4) NMAC.

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8(N), the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.
- B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized as provided in Paragraph 3(D), supra. If the Contractor terminates this Contract under this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.



- C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor written notice of the termination.
- D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8(G) NMAC, the Contractor may subcontract only with independent public accountants who have submitted completed and approved firm profiles as provided in Section 2.2.2.8(A) NMAC.

9. **RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of five (5) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor.

The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post the audited financial statements on their respective websites.

13. **CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

14. **INDEPENDENCE**

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2003 Revision*, issued by the Comptroller General of the United States, and 2.2.2.8(H) NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978. The engagement letter or any documentation included with the engagement letter shall not be interpreted to amend the contract.

16. MERGER

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

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**21. EQUAL OPPORTUNITY COMPLIANCE**

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

**22. WORKING PAPERS**

- A. The Contractor shall retain the working papers of the Agency's audit conducted pursuant to this Contract for a period of five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the State Auditor.
- B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with SAS No. 84. Any costs incurred are to be borne by the requestor Contractor.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

AGENCY

NAME: Donald Holliday

BY:  for

TITLE: Chair, County Commission

DATE: September 5, 2012

CONTRACTOR

NAME: Chris Garner

BY: 

TITLE: Principal

DATE: September 4, 2012

This Contract has been approved by:

STATE AUDITOR

BY: \_\_\_\_\_

TITLE: DEPUTY STATE AUDITOR

DATE: \_\_\_\_\_

State Auditor Contract No. 12 -

**VALENCIA COUNTY**  
**Professional Services Contract**

CONTRACT #VCR-FY12-507

THIS AGREEMENT is made and entered into by and between the County of Valencia, hereinafter referred to as the "County" and Nance, Pato & Stout, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

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

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed one hundred forty eight thousand one hundred and fifty five dollars (\$148,155.00) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand seven hundred ninety six dollars and seventy cents (\$8,796.70) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred fifty six thousand nine hundred fifty one dollars and seventy cents (\$156,951.70). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

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

(EXHIBIT I)

BOOK 073 PAGE 671

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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

### 3. Term.

This Agreement is for one (1) year effective September 16, 2012, contingent upon prior approval by the Valencia County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

### 4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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



**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

**13. Amendment.**

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

**14. Merger.**

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

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

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is

found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal

counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

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

**26. Approval of Contractor Personnel.**

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

**27. Survival.**

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

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

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

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

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

**33. Cooperation.**

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

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

Request for Proposals No. VCR-FY12-507 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

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

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

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

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

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

**36. Professional Liability Insurance.**

30. Professional Liability Insurance: Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

### 37. Notices.

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

To the County:      Bruce Swingle, County Manager  
                                 PO Box 1119  
                                 Los Lunas, NM 87031

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

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


By: Adam R. Nunn Date: August 31, 2012  
Contractor

Printed Name: Adren R. Nance, Partner  
Address: P.O. Box 772, Socorro, NM 87801

By: Bruce Gil Date: 08/31/12  
Valencia County Manager

Printed Name: Bruce Swingle

Address: 444 Luna Ave.  
Los Lunas, NM 87031

By:  Date: 8/31/12  
Valencia County Purchasing Agent

Printed Name: Michael Vinyard

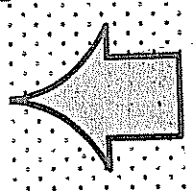
Address: 444 Luna Ave.  
Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 5th day of September, 2012.

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

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



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

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

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

Attest:

\_\_\_\_\_  
Sally Perea  
Valencia County Clerk



*Sally Perea*  
**County Clerk**

**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on August 10, 2012 covering payroll process on the above date.  
Direct Deposit Check 26396 thru direct deposit check# 26596 inclusive.  
Deduction Check# 114592 thru deduction check# 114623 inclusive.  
Payroll Check # 93036 thru payroll check # 93099 inclusive.  
Listing total \$ 387,395.58  
All have been reviewed for:

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

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

Recommended:

*Christina Card*

Christina Card, Finance Administrator

Done this 5<sup>th</sup> day of September, 2012

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

Donald E. Holliday, Chair

*Georgia Otero Kirkham*  
Georgia Otero Kirkham, Vice Chair

*Mary Andersen*  
Mary Andersen, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Lawrence Romero*  
Lawrence Romero, Commissioner

ATTEST:

*Sally Perea* (EXHIBIT J)  
Sally Perea, County Clerk

**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION**

*Sally Perea*  
The attached computer printout lists all the checks issued by the Manager's Office on August 13, 2012 covering vendor bills processed on the above date.  
Check # 114624 inclusive, for the total of \$15,000.00.

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 5th day of September, 2012.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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

Sally Perea  
County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
August 14, 2012 covering payroll process on the above date.  
Direct Deposit Check \_\_\_\_\_ thru direct deposit check# \_\_\_\_\_ inclusive.  
Deduction Check# 114625 thru deduction check# 114626 inclusive.  
Payroll Check # 93100 thru payroll check # 93150 inclusive.  
Listing total \$ 5,793.15  
All have been reviewed for:

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

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

Recommended:

Christina Card  
Christina Card, Finance Administrator

Done this 5<sup>th</sup> day of September, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday, Chair

Georgia Otero Kirkham, Vice Chair

Mary Andersen, Commissioner

Ron Gentry, Commissioner

Lawrence Romero, Commissioner

ATTEST:

Sally Perea (EXHIBIT L)  
Sally Perea, County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

*Sally Perea*  
The attached computer printout lists all the checks issued by the Manager's Office on August 15, 2012 covering vendor bills processed on the above date.  
Check # 114627 to 114739 inclusive, for the total of \$163,695.66.

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 5th day of September, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
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 M )

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 22, 2012 covering vendor bills processed on the above date.  
Check # 114741 to 114828 inclusive, for the total of \$337,691.93.

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 5th day of September, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
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 N )

Sally Perea  
County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
August 24, 2012 covering payroll process on the above date.  
Direct Deposit Check 26597 thru direct deposit check# 26795 inclusive.  
Deduction Check# 114829 thru deduction check# 114860 inclusive.  
Payroll Check # 93151 thru payroll check # 93217 inclusive.  
Listing total \$ 397,263.80  
All have been reviewed for:

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

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

Recommended:

Christina Card  
Christina Card, Finance Administrator

Done this 5<sup>th</sup> day of September, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday, Chair

Georgia Otero Kirkham, Vice Chair

Mary Andersen, Commissioner

Ron Gentry, Commissioner

Lawrence Romero, Commissioner

ATTEST:

Sally Perea  
Sally Perea, County Clerk

(EXHIBIT O)

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 29, 2012 covering vendor bills processed on the above date.  
Check # 114861 to 114938 inclusive, for the total of \$442,287.25.

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 5th day of September, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
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 P)