

September 19, 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:

Approved:

1. September 5, 2012 – (Business Meeting)

• **Presentations:**

None

• **Discussion / Non-Action Items**

None

• **Action Items**

BOARD OF COUNTY COMMISSIONERS CONVENES AND INDIGENT CLAIMS BOARD

- 5) Consideration of/for Indigent Report and 2 Appeals: *Barbara Baker*

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

- 6) Consideration for approval to enter into A MOU with the American Society for the Prevention of Cruelty to Animals (ASPCA): *Eric Tanner*
- 7) Consideration of Application 824298 to Jonathan P. Chavez dba Camino Real Winery, INC, 13 Tome Hill Rd, Hwy 47, Los Lunas, New Mexico for a wine Grower Liquor License: *Sally Perea*
- 8) Consideration of transfer of Liquor License No. 0600 to Dennis V. Chavez L.L.C., 24 Dailes Rd, Los Lunas NM 87031 from Golf Classic Resort L.L.C. dba Tierra Del Sol Golf and Country Club, 1000 Golf Course Rd., Belen, NM: *Sally Perea*
- 9) Consideration for approval to amend the Zoning Map from O-D to I-3.: *Jacobo Martinez*
- 10) Consideration to approve an appeal of a decision made by Planning & Zoning Commission to deny a Site Development Plan. : *Jacobo Martinez*
- 11) Agreement for Inmate Confinement between San Miguel and Valencia County: *Joe Chavez*
- 12) Consideration to approve Solid Waste RFP (VCR-FY13-005). Authorization to Initiate Formal Procurement: *Mike Vinyard*

13) Consideration of approval of a Joint Powers of Agreement (JPA) with the City of Belen for the creation of a Valencia COUNTY Hospital: *Commissioner Donald Holliday*

• **Financial Matters**

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

15) Consideration to approve Resolution 2012-_____ for revisions to FY13 Budget: *Nick Telles*

• **Public Comment**

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

• **Executive Session**

Pursuant to Section 10-15 I (H) (2) (5) (7) & (8), the following matters may be discussed in closed session: a. personnel; b. pending or threatened litigation **Barela v. BOCC**; c. real property; d. other: **AFSCME Council 18, Local 2745 Bargaining** 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.

• **Executive Session Action Items**

(13) Delegation of Settlement Authority to Manager for Barela v. BOCC

(14) Consideration of Collective Bargaining Agreement with AFSCME Council 18, Local 2745

• **Next Commission Meeting**

- ♦ **October 3, 2012 – Business Meeting @ 9:30 P.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

• **Adjourn**

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

SEPTEMBER 19, 2012

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

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

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

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

4) Approval of Minutes: September 5, 2012 – Business Meeting

Commissioner Andersen moved for approval of the September 5, 2012 Business Meeting. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

PRESENTATIONS:

None

DISCUSSION / NON-ACTION ITEM(S):

None

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD.

Commissioner Otero-Kirkham moved to convene as the Indigent Claims Board. Seconded by Chairman Holliday. Motion carried unanimously.

5) Consideration of Indigent Report and Appeals –Barbara Baker

Ms. Baker presented the Indigent Claims from August 2, 2012 – September 7, 2012 and requested approval of \$56,443.94.

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

Ms. Baker presented an Indigent Appeal for inmate Ruben Davis in the amount of \$2,315.00 and requested approval of \$1,000.00 to be paid to Lovelace Medical Center.

Ms. Baker presented an Indigent Appeal for William Johnston in the amount of \$11,595.31 and requested approval of \$3,000.00 to be paid to UNM Health Sciences Center.

Commissioner Otero-Kirkham moved for approval of the two Indigent Appeals. Seconded by Chairman Holliday. Motion carried unanimously. (See Exhibit B-C)

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Chairman Holliday motioned to re-convene as the Board of County Commissioners. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

6) Consideration of Approval to Enter into an MOU with the American Society for Prevention of Cruelty to Animals (ASPCA) – Eric Tanner.

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

7) Consideration of Application 824298 to Jonathan P. Chavez DBA Camino Real Winery, Inc. 13 Tome Hill Rd. Hwy 47, Los Lunas, New Mexico for a Wine Grower Liquor License – Sally Perea.

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

8) Consideration of Transfer of Liquor License No. 0600 to Dennis V. Chavez LLC, 24 Dailes Rd., Los Lunas New Mexico 87031 from Golf Classic Resort LLC DBA Tierra Del Sol Golf and Country Club, 1000 Golf Course Rd., Belen, NM – Sally Perea

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

9) Consideration for Approval to Amend the Zoning Map from O-D tol-3 – Jacobo Martinez

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

10) Consideration to approve an appeal of a Decision Made by Planning & Zoning Commission to Deny a Site Development Plan-Jacobo Martinez.

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

11) Consideration of Approval of the Agreement for Inmate Confinement between San Miguel and Valencia County – Joe Chavez / Bruce Swingle

Chairman Holliday moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (See Exhibit G)

12) Consideration to Approve Solid Waste RFP (Request for Proposal) VCR-FY13-05. Authorization to Initiate Formal Procurement- Mike Vinyard-

On September 14, 2012 Mr. Vinyard had provided the commission a revised version of the RFP in draft form for solid waste services for Valencia County. He had discussions with a number of commissioners to gather input as to proposed changes to the RFP. He presented the above RFP for comment and discussion. The options at this point are to release the RFP in accordance with the advertising or if there are significant issues they can delay the procurement but the advertising has been placed. One of the main changes made to the RFP was the inclusion of several check points. Anything that occurs during the official procurement period between the release of the RFP and the award of the contract is subject to confidentiality per state statute, so they would go into executive session to advise the commission as to what is going on. Mr. Vinyard asked for approval of the RFP as was presented or the commission's direction for any changes to be made to the RFP and authorization to proceed with the procurement by releasing the official version of the RFP to the public this Friday morning.

Chairman Holliday asked Mr. Vinyard if there was anything wrong with the draft they were given on September 7th.

Mr. Vinyard said the term "wrong" is very subjective; there were differences of opinion from various commissioners as to what should go on the draft and how the procurement should be conducted, as to what was important and what was not important. So was there anything "wrong" with either of the drafts, yes and no. We'll never get to perfect, we just try to gain as much middle ground as we can and move on. He couldn't agree more with Commissioner Otero-Kirkham in that we need to get something out but it is absolutely critical that we get a reasonably high quality RFP out there. The September 7th version or the revised version is reasonable.

Chairman Holliday moved to approve the draft of September 7, 2012 Solid Waste Services for Valencia County. Seconded by Commissioner Otero-Kirkham.

Commissioner Gentry asked if Chairman Holliday's motion is to approve the draft before the commission today. Chairman Holliday said no, the one that was before the commission on September 7, 2012. Commissioner Gentry said he believes it would be inappropriate since the county has advertised and this is the one that has been published for review at this meeting.

Mr. Vinyard said there will need to be some minor changes made to that RFP in that it contains a schedule that is now unachievable because it contains date for events that have already passed.

Chairman Holliday said with those changes considered in making those changes ASAP he makes a motion to approve the September 7th draft for Solid Waste Services. Seconded by Commissioner Otero Kirkham. Commissioner Gentry said he objects on the point of order that this is not the item before the commission to be voted on and that the commission is voting on something that was not published to the public; you're voting on

something different then was placed on the website. We're voting on something that is not before this body to be voted on and he objects to this procedure.

Mr. Vinyard said both versions have been provided to the public via the website. Both versions are marked as draft, neither one was indicated as the final version to be voted on necessarily by this commission.

Commissioner Gentry asked Mr. Vinyard which version has been presented on this agenda to be considered by this body. Mr. Vinyard said the later version, sir.

Commissioner Gentry said that's my point, that is the version that has been publicly advertised to take action on in this meeting, not another version.

Commissioner Otero-Kirkham asked counsel for advice on this.

Mr. Pato stated Item 12 on the agenda provides for consideration to approve Solid Waste RFP VCR-FY 13-005 authorization to initiate formal procurement indentified by which particular draft form is subject to approval. Certainly the commission is free to make modifications or revisions on the draft form that is being presented today and can override any part of that prior draft form. At the end of the day the public was provided adequate notice that this item was going to be discussed today. All interested parties had the option to come to speak to the commission today, express their concerns and be here to attend and listen to the deliberation from this body. Again the commission is certainly at liberty to make modifications to the form of the draft that is presented here today and believes it's done by referring back to undoing the changes that were made to the draft of September 7th.

Chairman Holliday said the motion carries 3-2 to accept the September 7th Solid Waste draft. Commissioners Gentry and Commissioner Romero voted no. (See Exhibit H)

13) Consideration of Approval of a Joint Powers Agreement (JPA) with the City of Belen for the Creation of a Valencia County Hospital Commissioner Donald Holliday.

Chairman Holliday moved to enter into a Joint Powers Agreement with the City of Belen for the creation of a Valencia County Hospital and accept the site designated as Belen's feasibility study. Seconded by Commissioner Otero-Kirkham.

Commissioner Gentry asked if the commissioners received their letters from the City of Los Lunas asking that the commission consider the hospital and the proposal that's on board right now. The county is financially in dire straits, we don't have the cash flow to go forward, we just took \$1.5 million out of the county's investment account and we seem to have all kinds of financial problems and given the fact once this JPA is developed, this county procures the financing and development of this hospital on a Belen site. He believes the big fight is the Mill Levy. There is a hospital that the City of Los Lunas has been working with and is almost at the construction stage. It doesn't matter whether it's in Rio Communities, Belen or Los Lunas, we need a hospital. He's not opposed to Belen but they've got to have the right plan, put it together and he can support that. The construction start for the hospital in Los Lunas was in today's paper and all of sudden this commission jumps up and is going to do something different, pull the mill levy away and hopefully that won't kill or dissuade this hospital. Commissioner Gentry has an amendment which he hopes the commission goes along with to make sure the people of Los Lunas, Bosque Farms, Peralta, Meadow Lake and Valencia have a voice in how their tax money is spent on a hospital in their neighborhood that's only a month or so away and has been done in a fine format and on private money and that this county is not financing. Taxpayer's dollars won't build it. Commissioner Gentry would like to introduce a motion that just adds to the Belen JPA and leaves them with exactly what they have to go and produce their hospital. With one paragraph added to it says the County, Belen and the contractor, that Belen is going to give the \$20 million dollars to, understand and agrees that the Board of County Commissioners shall in equal proportions divide the county mill levy funds between the contractor and other legally qualified hospital – 24 hr. emergency healthcare facilities located in Valencia County. This doesn't alter or change Belen's plan, it doesn't say we don't support Belen. Belen has the right to go all the way forward and produce the hospital. It also gives Valencia County's northern municipalities the same amount of opportunities when their hospital is opened in Los Lunas to participate in the use of their tax money. He predicts that the hospital that the City of Los Lunas is working on will be open and functioning before the other one even has the plan put together.

Commissioner Gentry would support voting the JPA as it stands, he doesn't say that it will work, he thinks it has some problem but he would support it and asks the commissioners to at least give the Los Lunas and the northern taxpayers the same opportunity to access the mill levy as Belen, in equal proportions, only when a qualified facility is open and if it doesn't work in Belen, he would love to have it in Los Lunas and if it doesn't work in Los Lunas, he wouldn't want to deprive Belen of the opportunity of moving forward either. He

would urge one of the commissioner's from the northern part of the county to at least support using that tax money in the northern part or making it available and motions to introduce this one paragraph amendment and then he will vote for the JPA and let Belen go forward.

Commissioner Romero seconded the motion but asked Commissioner Gentry if this was going to be fifty percent for the north and fifty percent for the south that is going to be cut for each hospital if there are two hospitals? Commissioner Gentry said it takes the \$22 million dollars and it says that the Mill Levy will not be committed to one facility only. It says that it will be split equally amongst either the one in Los Lunas or the one in Belen. Those are the only two on board and if both of them proceed, it will give each one of them \$12 million dollars of tax money to help open, operate and maintain as it gets started. If one or the other fails then it will be up to this commission to allocate it later on when one of them is open. If both of them fail, it stays within the control of the commission. Motion fails 2-3. Commissioners Otero-Kirkham, Holliday and Andersen voted no.

Chairman Holliday said there was a previous motion made and seconded to approve consideration of approval of a Joint Powers Agreement with the City of Belen at the approved site for the creation a Valencia County Hospital. Motion carried 3-2. Commissioner Gentry & Commissioner Romero voted no. (See Exhibit I)

FINANCIAL MATTERS

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

The consideration was for accounts payable and warrants. Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibits J & K)

15) Consideration to Approve Resolution 2012-29, for Revisions to FY13 Budget – Nick Telles.

Valencia County Finance Director Nick Telles said this request was for consideration of a resolution for revisions to the FY13 budget. The issue goes back two weeks ago when he and the county manager met with members of the Department of Finance local government to discuss getting Valencia County's budget that was previously submitted for fiscal year 13 into a position that DFA would accept. Up to this point, it has not been accepted. They have made some changes and adjustments. Also to be considered is a cash flow issue for the county at this time regarding property tax collections. Property taxes are not coming in to meet expenditures. In the county budget, funds have been budgeted for each department however, that doesn't mean that there's actually money in the bank. At this point in the county general fund there is about 2.5 million dollars. That would carry the county as far as payroll to the end of November. They met with each of the county departments and were able to locate about one million dollars in budget savings, which is in the new budget request.

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

County Clerk Sally Perea announced Resolution 2012-29. (See Exhibit L)

PUBLIC COMMENT

Those individuals making comments at today's Business Meeting were Valencia County residents Mike Wood, Clarke Metcalf, Curtis Smith, Bob Gostischa, Alice Torwirt and John Lopez.

EXECUTIVE SESSION

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) Personnel b.) Pending or threatened litigation Barela v. BOCC c.) Real Property d.) Other-AFSCME Council 18 Local 2745 Bargaining specific limited topics that are allowed or authorized under the stated statute.

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

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to those specified on the agenda for closure which were Barela v. BOCC and AFSCME Council 18 Local 2745 Bargaining and no final action was taken.

Minutes of September 19, 2012 Regular Business Meeting

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

Executive Session Action Items**16) Delegation of Settlement Authority to Manager for Barela vs. BOCC.**

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

17) Consideration of Collective Bargaining Agreement with AFSCME Council 18, Local 2745.

Commissioner Otero-Kirkham moved to table Consideration of Collective Bargaining Agreement with AFSCME Council 18, Local 2745 until the actual agreement has been reviewed by the commission. Seconded by Chairman Holliday. Motion carried unanimously.


The next Regular Meeting of the Valencia County Board of County Commission will be held on October 3, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

Adjournment

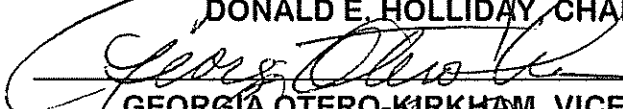
Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Romero. Motion carried unanimously. TIME: 10:41 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, September 19, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

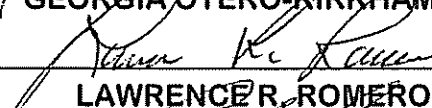
VALENCIA COUNTY BOARD OF COMMISSIONERS



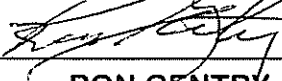
 DONALD E. HOLLIDAY, CHAIR




 GEORGIA OTERO-KIRKHAM, VICE-CHAIR



 LAWRENCE R. ROMERO, MEMBER



 RON GENTRY, MEMBER

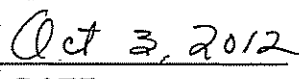


 MARY J. ANDERSEN, MEMBER

ATTEST:



 SALLY PEREA, COUNTY CLERK



 DATE

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	211228630	10872	38,567.50	38,567.50	0.00
Presbyterian Hospital	001271835-2141	10873	5,316.74	5,316.74	0.00
Presbyterian Hospital	001271835-2157	10873	4,521.40	4,521.40	0.00
Presbyterian Hospital	001271835-2158	10873	18,670.00	18,670.00	0.00
UNM Health Sciences Center	211253737	10874	18,842.91	18,842.91	0.00
Presbyterian Hospital	020568204-2129	10875	21,065.59	21,065.59	0.00
Presbyterian Hospital	000898164-2176	10876	21,941.40	21,941.40	0.00
Presbyterian Hospital	016013958-2117	10877	36,163.53	33,163.53	3,000.00
UNM Health Sciences Center	213615990	10878	2,114.20	1,578.55	535.65
UNM Health Sciences Center	212693543	10879	107,439.71	107,439.71	0.00
Presbyterian Hospital	000577941-2122	10880	1,160.00	1,160.00	0.00
UNM Health Sciences Center	211845045	10881	6,370.45	3,370.45	3,000.00
UNM Health Sciences Center	211753801	10882	1,220.25	1,220.25	0.00
UNM Health Sciences Center	211318464	10883	10,519.08	10,519.08	0.00
UNM Health Sciences Center	211307525	10884	27,393.15	27,393.15	0.00
UNM Health Sciences Center	212263040	10895	10,207.25	10,207.25	0.00
UNM Health Sciences Center	211517883	10886	20,201.65	20,201.65	0.00
Albuquerque Ambulance	1253285	10887	805.00	805.00	0.00
TOTALS			352,519.81	345,984.16	6,535.65

(EXHIBIT A)

VALENCIA COUNTY COMMISSION MEETING

Page 2 of 6

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	69886	10888	1,231.67	1,231.67	0.00
UNM Health Sciences Center	211902457	10888	19,104.75	19,104.75	0.00
UNM Health Sciences Center	212348858	10889	1,896.25	436.14	1,460.11
Living Cross Ambulance	69825	10890	103.38	103.38	0.00
UNM Health Sciences Center	211635222	10891	3,033.80	3,033.80	0.00
Living Cross Ambulance	69801	10892	948.19	948.19	0.00
UNM Health Sciences Center	212433304	10893	1,760.85	1,760.85	0.00
UNM Health Sciences Center	212481741	10893	33,433.25	33,433.25	0.00
Living Cross Ambulance	71772	10894	934.46	534.46	400.00
UNM Health Sciences Center	213233968	10894	24,429.95	22,429.95	2,000.00
UNM Health Sciences Center	213553225	10894	10,242.70	9,242.70	1,000.00
UNM Health Sciences Center	209500982	10895	2,109.80	485.26	1,624.54
UNM Health Sciences Center	210789004	10896	515.80	118.64	397.16
UNM Health Sciences Center	211842026	10897	868.25	199.70	668.55
UNM Health Sciences Center	210350401	10898	1,827.00	1,827.00	0.00
UNM Health Sciences Center	211098892	10899	1,765.00	1,765.00	0.00
UNM Health Sciences Center	211743877	10899	2,455.85	2,455.85	0.00
UNM Health Sciences Center	210996534	10900	25,946.15	25,946.15	0.00
			132,607.10	125,056.74	7,550.36

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	211879432	10901	1,515.60	1,515.60	0.00
UNM Health Sciences Center	210489308	10902	7,084.35	7,084.35	0.00
Presbyterian Hospital	020783919-2093	10903	41,385.14	41,385.14	0.00
Presbyterian Hospital	020783919-2123	10903	151,698.38	151,698.38	0.00
UNM Health Sciences Center	212217905	10904	3,387.50	3,063.91	323.59
Living Cross Ambulance	70027	10905	1,190.48	1,190.48	0.00
UNM Health Sciences Center	213234792	10906	273,891.63	271,891.63	2,000.00
UNM Health Sciences Center	211741871	10907	1,519.64	1,519.64	0.00
Living Cross Ambulance	71656	10908	1,300.32	900.32	400.00
Living Cross Ambulance	71794	10908	1,341.51	941.51	400.00
UNM Health Sciences Center	213237167	10908	10,858.75	9,358.75	1,500.00
UNM Health Sciences Center	213419930	10908	970.00	470.00	500.00
UNM Health Sciences Center	213826753	10908	6,997.05	5,997.05	1,000.00
UNM Health Sciences Center	212110449	10909	8,383.45	8,383.45	0.00
UNM Health Sciences Center	212979181	10909	550.00	550.00	0.00
Living Cross Ambulance	72041	10910	1,167.87	767.87	400.00
UNM Health Sciences Center	213357866	10910	725.35	166.84	558.51
UNM Health Sciences Center	213407562	10910	1,244.00	286.12	957.88
TOTALS			515,211.02	507,171.04	8,039.98

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	71074	10911	1,259.13	859.13	400.00
UNM Health Sciences Center	212622518	10911	23,718.45	20,718.45	3,000.00
Living Cross Ambulance	71778	10912	1,382.70	1,382.70	0.00
Lovelace Medical Center	P1217400664	10912	2,768.00	2,768.00	0.00
Living Cross Ambulance	72736	10913	1,341.51	941.51	400.00
Lovelace Medical Center	P1220600527	10913	71,782.50	68,782.50	3,000.00
Living Cross Ambulance	68255	10914	103.38	7.38	96.00
UNM Health Sciences Center	213260649	10915	2,231.20	513.18	1,718.02
UNM Health Sciences Center	211874961	10916	12,583.21	9,583.21	3,000.00
UNM Health Sciences Center	212066773	10917	11,538.25	8,538.25	3,000.00
Living Cross Ambulance	73159	10918	1,126.68	726.68	400.00
UNM Health Sciences Center	214459745	10918	5,639.60	2,639.60	3,000.00
UNM Health Sciences Center	211495676	10919	2,114.20	486.27	1,627.93
UNM Health Sciences Center	213753148	19020	10,038.00	10,038.00	0.00
UNM Health Sciences Center	210779195	10921	4,419.00	1,419.00	3,000.00
Living Cross Ambulance	70535	10922	961.92	561.92	400.00
UNM Health Sciences Center	211633797	10923	60,163.35	60,163.35	0.00
Living Cross Ambulance	70144	10924	1,492.54	1,092.54	400.00
TOTALS			214,663.62	191,221.67	23,441.95

VALENCIA COUNTY COMMISSION MEETING

Page 5 of 6

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	213314644	10924	4,178.45	3,678.45	500.00
UNM Health Sciences Center	213421639	10924	42,495.80	39,995.80	2,500.00
Presbyterian Hospital	000470568-2183	10925	3,336.00	3,336.00	0.00
UNM Health Sciences Center	213236888	10926	14,915.15	14,915.15	0.00
UNM Health Sciences Center	213008709	10927	1,143.95	1,143.95	0.00
Zia Diagnostic Imaging	256019 ZIAD	10928	96.00	55.17	40.83
Presbyterian Medical Group	BL10072684160	10929	107.00	81.07	25.93
Radiology Associates	13866670	10930	30.00	4.07	25.93
UNM Health Sciences Center	211446083	10931	303.00	69.69	233.31
Lovelace Medical Center	P1101600215	10932	7,559.60	6,809.60	750.00
Lovelace Medical Center	P1118900018	10932	6,857.00	6,857.00	0.00
Lovelace Medical Center	P1118800739	10932	14,983.00	14,983.00	0.00
Presbyterian Hospital	000832661-2197	10933	24,930.84	21,930.84	3,000.00
UNM Health Sciences Center	213312598	10934	20,469.40	20,469.40	0.00
UNM Health Sciences Center	212623573	10935	6,310.40	6,310.40	0.00
Living Cross Ambulance	72614	10936	1,149.29	749.29	400.00
Presbyterian Hospital	020809012-2201	10936	7,036.90	5,036.90	2,000.00
Presbyterian Hospital	020809012-2202	10936	5,952.70	4,952.70	1,000.00
TOTALS			161,854.48	151,378.48	10,476.00

Page 6 of 6

Georgia Otero-Kirkham, Co-Chair

Lawrence R. Romero

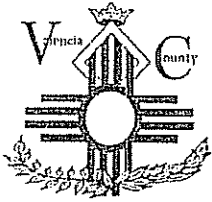
Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	73307	10938	934.46	534.46	400.00
Subtotal			934.46	534.46	400.00
Total			1,377,790.49	1,321,346.55	56,443.94

Lawrence R. Romero

400.00

56,443.94

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Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: September 19, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Indigent Appeal – Ruben Davis - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Ruben Davis on August 15, 2012. Mr. Davis was denied as the bill from Lovelace Medical Center in the amount of \$2,315.00 was received over the 90 day limit.

I would like to recommend approval of the Lovelace Medical Center bill. If approved the amount being paid to Lovelace Medical Center would be \$1,000.00.

Approved by the Board of County Commissioners at the regular meeting of September 19, 2012.

Donald E. Holliday
Donald E. Holliday, Chair

Georgia Otero Kirkham
Georgia Otero Kirkham, Co-Chair

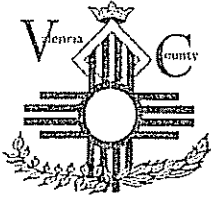
Mary J. Andersen
Mary J. Andersen

Ron Gentry
Ron Gentry

Lawrence R. Romero
Lawrence R. Romero

ATTESTED BY: *Sally Peréa*
Sally Peréa, Valencia County Clerk

(EXHIBIT B)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: September 19, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: William Johnston - Indigent Appeal

William Johnston has requested an Indigent Appeal for the Indigent Denial of July 18, 2012 for his UNM Health Sciences Center bill. Mr. Johnston was denied as he did not respond to the letter sent to him. Mr. Johnston said he was out of town visiting a friend and did not return until the middle of August.

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$11,595.31. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of September 19, 2012.

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Mary J. Andersen

Ron Gentry

Ron Gentry

Lawrence R. Romero

Lawrence R. Romero

ATTESTED BY:

Sally Perea

Sally Perea, Valencia County Clerk

(EXHIBIT C)

Memorandum of Understanding between
The American Society for the Prevention of Cruelty to Animals and
Valencia County Animal Control

This Memorandum of Understanding (the "MOU") is made as of the ____ day of September 2012 and effective as of July 1, 2012 (the "Effective Date"), by and between The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92nd Street, New York, New York 10128 ("ASPCA"), and Valencia County Animal Control, a New Mexico County Organization with offices at 1209 Hwy 314, Los Lunas, NM 87031 ("Source Shelter") (collectively, the "Parties").

A. Purpose

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"), and the Source Shelter is an organization whose mission is to provide quality service for the wellbeing of the people and the animals of Valencia County.

The Source Shelter wishes to transfer certain dogs (the "Dogs," and each a "Dog") from the Source Shelter to a new location, as described herein, to increase the chances that such Dogs will be adopted, and the ASPCA wishes to help Source Shelter to increase the number of live exits from Source Shelter.

As described in this MOU, the Source Shelter may utilize the ASPCA grant process to facilitate such transfers of Dogs as part of The Carroll Petrie Foundation Dog Rescue Project (the "Project"), which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from the ASPCA to Source Shelter related to the Project and provides the framework for cooperation and communication between the ASPCA and the Source Shelter as part of the Project.

B. ASPCA Grant

1. Source Shelter will apply for an initial grant from the ASPCA by visiting http://www.GrantRequest.com/SID_900?SA=SNA&FID=35180.

Source Shelter must only be approved by the ASPCA Grants Department once per twelve-month period.

(EXHIBIT D)

2. If Source Shelter's grant application is declined, this MOU will be void.
3. Upon formal approval by the ASPCA Grants Department, and subject to the provisions of this MOU, the ASPCA shall provide \$50 to the Source Shelter for each dog that the Source Shelter "Rescues" (as defined below) in excess of the number of dogs Rescued during the same month of the prior year. A Dog will be considered "Rescued" by Source Shelter for purposes of this MOU when Source Shelter: a) transfers a dog to a rescue group, b) transfers a dog to another shelter, c) transfers a dog to foster care and adopted through a "Foster Ambassador" program, or d) transfers a dog to a permanent off-site location and is adopted.. Receiving organizations and/or individuals can be local, regional, or located out-of-state.
4. Upon initial approval, grant payments will be made within six weeks of the Source Shelter submitting its monthly report, as described herein. The initial grant may be made, in the sole discretion of the ASPCA, based upon Source Shelter's estimated number of Dogs to be Rescued during the first month or on a reimbursement basis based on the first monthly report submitted in accordance with Section E(1).
5. Source Shelter acknowledges and agrees that all grant monies received by Source Shelter from the ASPCA shall be used exclusively for costs incurred directly in connection with the activities set forth in this MOU, and that failure to do so will result in Source Shelter having to return the Grant to the ASPCA within a reasonable time following the ASPCA's request to do so.
6. In addition to the reporting required in Section E, Source Shelter will provide the following information relating to this MOU ("Grant Requirements") within one year of the date of approval of the first grant:
 - Grant Recognition
 - Press Information
 - Photographs
 - Final Report
 - Financial Report

An explanation of these requirements can be found at <http://www.aspcapro.org/grant-reporting-requirements.php>. Grant Requirements will be published to your online grant account at this link: https://www.grantrequest.com/SID_900/Default.asp

7. Source Shelter is required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and Source Shelter. The ASPCA will provide Source Shelter with reasonable notice of any such request unless otherwise mutually agreed upon.
8. Source Shelter will keep accurate books and records with respect to any Grant in accordance with generally accepted accounting principles and business practices. Source Shelter will maintain its books and records in such a manner that the receipts, if any, and expenditures of any Grant funds will be shown separately on such books and records in any easily checked form. Source Shelter will keep records of receipts, if any, and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of Source Shelter's acceptance of the Grant through such period.

C. The Carroll Petrie Foundation Dog Rescue Project

1. The Source Shelter acknowledges and agrees that this MOU is made possible due to a generous grant from The Carroll Petrie Foundation, and that when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU, even if additional Dogs are rescued. The ASPCA shall use its best efforts to notify the Source Shelter if such funds are nearing depletion.
2. The Source Shelter must not permit any Dog to be used for any improper purpose whatsoever, including for any experimental purpose. The Source Shelter must also make reasonable efforts to collaborate with its receiving organizations to ensure they are not euthanizing animals to make room for the transferred Dogs, nor keeping the Dogs or any other animals in an unsafe, unsanitary, or inhumane fashion.
3. The Source Shelter must ensure that any Dogs are transported in a safe, humane and legal manner.
4. The ASPCA will contact receiving organizations or foster care providers identified in the report(s) submitted by Source Shelter in accordance with Section E(1) to obtain data on the transferred Dog(s) and to document adoption stories, which it

may use for any purpose in accordance with the ASPCA Mission, including fundraising purposes. Upon the consent of the receiving organization, the ASPCA will share those stories with Source Shelter for its use.

D. **The Plan for moving dogs:** Source Shelter estimates that it shall move dogs as follows:

- 1. **Expected numbers:** Source Shelter anticipates that sixty-six (66) Dogs will be relocated per month throughout the Project.

- 2. **How the dogs will be moved:**
 - i. Source Shelter will increase the number of canine lives saved using these methods (i.e. transfer to rescue, transfer to shelter, foster adoption ambassador, transfer to off-site adoption locations): Transfer to rescue, transfer to foster homes, transfer to shelters.

 - ii. Source Shelter plans to use the following methods to transport Dogs: (i.e. via vehicle, air, etc.)
Vehicle

 - iii. Source Shelter anticipates that Grants will be used specifically to (i.e. fund transport, fund spay/neuter, fund vaccinations, or given to receiving shelter): Fund transport, fund additional veterinary care as required by destination shelter.

Source Shelter may only use the Grants for additional or different activities than those listed above in Section D(2)(iii) upon the prior written approval of the ASPCA.

- 3. **Where:** Location of destination rescue group or shelter: The Source Shelter anticipates relocating animals to (but not limited to) the following agencies: (org name, city and state)

A Puppy's Voice in Ft. Collins, CO. (Various destinations may be used both in state and out of state, which will be determined on an ongoing basis throughout the term of this Agreement).

E. Reporting

1. The Source Shelter shall submit regular, monthly reports in the form provided by ASPCA and attached hereto as Exhibit A by the 10th day of the following month. Submitted forms must be completed in their entirety. Prior to the start of Source Shelter's participation with the Project, the Source Shelter shall also submit baseline shelter data for each month for the same time period of this MOU for the prior year (i.e. if the MOU is effective from January 2013 through December 2013, Source Shelter should submit monthly shelter data from January 2012 through December 2012).
2. The Source Shelter shall obtain a minimum of 5% outcome data per receiver on the dogs relocated and report such data to the ASPCA. For example, if source shelter places 100 animals with one receiver, they will need outcome data on a minimum of 5 of those animals. Outcome data shall include, at a minimum, all information listed in Exhibit A.
3. The Source Shelter shall provide a minimum of 1 "happy endings" story per month about a dog affected by this project and submit such story to the ASPCA. The submission shall be one to two paragraphs long explaining why it is a "happy ending". It should contain: 1) one picture/video at the Source, Destination shelter or with adopter, if possible; and 2) contact information of person at destination or of the adopter for ASPCA phone interview. Any such submissions shall become the joint property of Source Shelter and the ASPCA, and the ASPCA may use such submissions for any purpose in furtherance of the ASPCA Mission, including for fundraising purposes.
4. Organizations that fail to submit required documentation in a timely manner will jeopardize future grants and/or grant payments.

F. Key Contacts

1. The Source Shelter shall communicate with directly with their main ASPCA contact (the "ASPCA Key Contact"). Contact information (which is subject to change) for the ASPCA Key Contacts includes:

Austin Gates, Director, Animal Relocation, ASPCA
Office: 989-539-2334 Cell: 917-848-6663

Kelli Harmon, Manager, Animal Relocation, ASPCA
Office: 818-457-4809 Cell: 646-895-1491

Lea Lucky, Manager, Animal Relocation, ASPCA
Office: 360-399-1285 Cell: 646-285-7732

2. Source Shelter Key Contacts:

Primary Contact

Name: Erik Tanner Title: Director
Day Phone: 505-866-2479 ext. 5 Night Phone: 505-620-4966
Fax: 505-866-2477 E-mail: erik.tanner@co.valencia.nm.us

Representative in charge of submitting monthly data

Name: Patty Mugan Title: Administrative Assistant
Day Phone: 505-866-2479 ext. 3 Night Phone: 505-401-0371
Fax: 505-866-2477 E-mail: pattymugan@aol.com

Second Alternative Representative in charge of submitting monthly data

Name: Erik Tanner Title: Director
Day Phone: 505-866-2479 ext. 5 Night Phone: 505-620-4966
Fax: 505-866-2477 E-mail: erik.tanner@co.valencia.nm.us

“Happy Endings” contact

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Name: Patty Mugan Title: Administrative Assistant
Day Phone: 505-866-2479 ext. 3 Night Phone: 505-401-0371
Fax: 505-866-2477 E-mail: pattymugan@aol.com

G. Publication

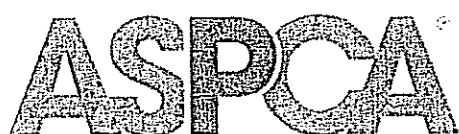
1. Any and all references to the Project, including but not limited to all such references in any announcements, press releases, advertisements, publications and other printed and electronic materials that refer to the Project, shall refer to the Project as "The Carroll Petrie Foundation Dog Rescue Project."
2. An initial joint press release will be created at the onset of the Source Shelter's participation in the Project. Source Shelter hereby grants to the ASPCA a license to use Source Shelter's name and trademarks on materials directly related to the activities of the Project and/or the Grant.
3. The Source Shelter shall use reasonable efforts to promote the Project through all available means and shall make every effort to keep the public informed of their cooperative efforts, including but not limited to press releases and social media outlets.
4. In consideration of any grants, Source Shelter shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA and The Carroll Petrie Foundation Dog Rescue Project in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Source Shelter shall submit the Project Materials for prior review and approval by the ASPCA Key Contact (defined below) prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Source Shelter without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to the Source Shelter a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Source Shelter to remove all references to the ASPCA's involvement if the ASPCA determines that the Source Shelter is not fulfilling its obligations under this MOU or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

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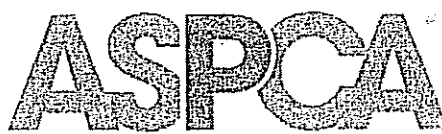
Two jpegs of the ASPCA logo are embedded below for cut-and-paste use on Source Shelter's website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.asPCA.org/about-us/legal-information/link-to-us.html.

Link banners can be found via this URL: <http://www.aspca.org/about-us/free-aspca-stuff/free-link-banners.html>. For technical assistance regarding recognition of your Grant, please contact press@aspca.org.



GRANTS

www.aspca.org



GRANTS

WE ARE THEIR VOICE.

H. Miscellaneous

1. Both the ASPCA and the Source Shelter are separate and independent entities. Except as otherwise set forth in this MOU, each Party shall be responsible for its own costs in performing the activities described in this MOU. No reimbursement for expenses will be made except through the grant process as described herein.
2. This MOU is non-exclusive. Both the ASPCA and the Source Shelter reserve the right to form similar agreements with other organizations.
3. No Party to this MOU shall hold the other Party liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The Source Shelter shall not attempt to hold the ASPCA responsible for any illness or injury to the Animal(s), nor for any damages which the Animal(s) may cause to any person or property.
4. The ASPCA shall defend, hold harmless and indemnify the Source Shelter and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the ASPCA pursuant to this MOU.
5. The Source Shelter shall defend, hold harmless and indemnify the ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments,

penalties, losses, liabilities or expenses arising from any services or activities undertaken by the Source Shelter pursuant to this MOU.

6. Both the Source Shelter and the ASPCA agree to comply with all state, federal and local laws and ordinances applicable to this MOU and to the care of the Animal(s).
7. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the ASPCA and the Source Shelter. Nothing in this MOU shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

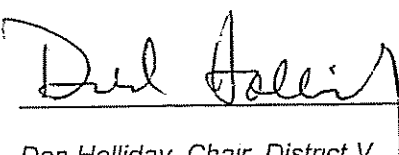
I. Termination

1. Termination at Will: This MOU shall begin on the Effective Date and shall remain in effect until the first anniversary of the Effective Date . This MOU may be terminated, without penalty, by written notification of either Party at any time.
2. Termination for Cause: The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion any situation below has been corrected or (ii) declare the Grant terminated in any of the following circumstances:
 - i. If, as the result of the consideration of reports and information submitted to it by Source Shelter or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA Mission (or that the Project is not being executed in substantial compliance with the proposal (or work plan as revised) or that Source Shelter is incapable of satisfactorily completing the work of the Project;
 - ii. In the case of any violation by Source Shelter of the terms and conditions of this MOU;
 - iii. In the event of any change in, or challenge by the Internal Revenue Service to, Source Shelter's status as a 501(c)(3) tax-exempt organization if Source Shelter held such status at the time of the approval of its grant application or, in the case of a municipal animal control facility, in the event that such organization ceases to provide animal control services.;

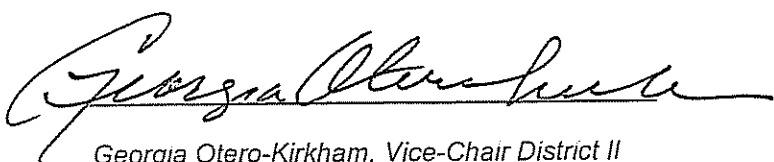
- iv. If it is revealed that, during the term of this MOU, Source Shelter is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission;
 - v. If all Project funds are exhausted, as described in Section C(1) of this Agreement.
- 3. Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.
- 4. If the ASPCA terminates this MOU, it shall so notify the Source Shelter, and Source Shelter shall, if so requested by the ASPCA, promptly refund and pay back to the ASPCA any unexpended balance of the grant funds in the Source Shelter's hands or under its control.

Agreed to this ____ day of September, 2012, by:

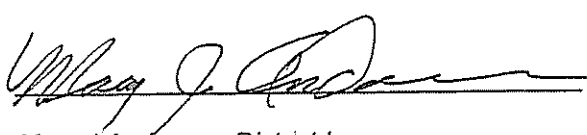
Pam Burney, Vice President
Community Initiatives
For the ASPCA



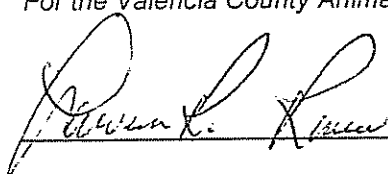
Don Holliday, Chair, District V
Valencia County Commission
For the Valencia County Animal Control



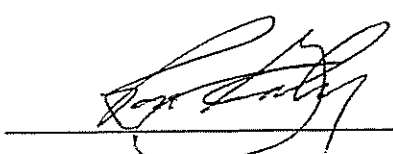
Georgia Otero-Kirkham, Vice-Chair District II
Valencia County Commission
For the Valencia County Animal Control



Mary J. Anderson, District I
Valencia County Commission
For the Valencia County Animal Control



Lawrence R. Romero, District III
Valencia County Commission
For the Valencia County Animal Control



Ron Gentry, District IV
Valencia County Commission
For the Valencia County Animal Control

EXHIBIT A—MONTHLY REPORTING FORM

MONTH: 12

Shelter Partner Name:

[illegible]

Partner Contact: _____
Name, phone, email _____

Name, phone, email

Month Patrol	Estimate for each month in advance (in MAU)	# Above or Under Goal
Goal (above baseline)		

	INVENTORY	INCOMING	OUTGOING						INVENTORY
Dog: MONTHLY Stats	In shelter at beginning of month.	Total Intake (any source)	Adoptions	Transfers Including those handed with collars	RTO	Lost; Died in shelter, other	Euth (any reason)	Total Outgoing	In shelter at end of month
								(with no restriction)	

Dog:
MONTHLY
Stats

Length of Stay at Destination (will auto-calculate)	Length of Stay at Your shelter (will auto-calculate)	Length of Stay at Destination (will auto-calculate)

Destination Type Definition:

Destination Type Definition:

Shelter = non-profit or municipal organization

Rescue = rescue group without a facility
 Individual = Adoption Ambassador for one parent

Individual = Adoption Ambassador foster parent

[illegible]

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EXHIBIT B—AUTHORIZED REPRESENTATIVES

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

Address: 424 East 92nd Street, New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Sandra Monterose

Title: Senior Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 203-910-5340

Address: 520 8th Avenue, NY, NY 10018

First Alternate Representative

Name: Austin Gates

Title: Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 917-848-6663

Address: PO Box 646, Harrison, MI 48625



P.O. Box 25101 • Santa Fe, New Mexico 87504-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/agd

New Mexico Regulation and Licensing Department • Alcohol and Gaming Division

11 Pages 15 2012
Rev. 05/10

LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # \$0600

Application Number A-256437

Local option (AGD use) _____

Record Owner of Existing License

Current D/B/A Name

Current Premises Address

Application is for: Change of Stock _____ Change of Officers/Directors _____

Transfer Ownership of Existing License _____

Transfer Ownership and Location _____

Other _____

Issue New License _____ Type of License being applied for Dispenser

Applicant is: Individual _____ Corporation _____

Partnership (General or Limited) _____

Limited Liability Company _____

NAME OF APPLICANT (company or individual)

ADDRESS (including city, state, zip)

TELEPHONE NUMBER

Dennis V. Chavez, LLC

24 Dalies Rd Los Lunas, NM 87031

505-865-4600
cell 505-362-7117

D/B/A name to be used: Dennis V. Chavez LLC

Phone number for licensed premises: _____

Physical location where license is to be used: 24 Dalies Rd Los Lunas, NM 87031

(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: Same

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

I, (print name) Dennis V. Chavez, as (title) President being first duly sworn upon oath

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

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

Signature of Applicant [Signature]

Date 2/17/12

SUBSCRIBED AND SWORN TO before me this 7th day of February, 20 12, by [Signature]

Notary Public Use Only

Notary Public [Signature]

My Commission Expires 2/12/14

Local Governing Body of: Donaldberry - Valencia County (City or County)

Hearing held on 9-12-2012

Check one: Approved ☒ Disapproved _____ City/County Official _____

Approved 9-19-2012 (Signature & Title)

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____

Date _____

(EXHIBIT E)

BOOK 070

PAGE 2008



For filing

New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/agd

#1392943



LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable

State Liquor License # 824298
Application Number 824298
Local option (AGD use) _____

Record Owner of Existing License _____
Current D/B/A Name _____
Current Premises Address _____

ALCOHOL & GAMING DIVISION

JUL 11 2012

RECEIVED

Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location _____ Transfer Location _____ Other _____
Issue New License ☒ Type of License being applied for Bonded winery wine tower
Licant is: Individual _____ Corporation ☒ Partnership (General or Limited) _____ Limited Liability Company _____

NAME OF APPLICANT (company or individual) Jonathon P Chavez ADDRESS (including city, state, zip) 13 TOME HILL RD TELEPHONE NUMBER (505) 307-0469
Camino Real winery LLC Los Lunas New Mexico 87031 (505) 865-7903
D/B/A name to be used: Camino Real winery LLC Phone number for licensed premises: (505) 307-0469

Physical location where license is to be used: 13 TOME HILL RD, HWY 47 LOS LUNAS NEW MEXICO, Valencia County, 87031
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 13 TOME HILL RD, LOS LUNAS NEW MEXICO 87031

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

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

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

Signature of Applicant Jonathon P Chavez Date 6-18-2012

SUBSCRIBED AND SWORN TO before me this 18th day of June 20 12 by Jonathan P Chavez
Notary Public My Commission Expires 11-15-2015

Local Governing Body of Dona Ana County - Valencia County (City or County) Hearing held on 9-12-2012
Approves on 9-19-2012 (Signature & Title)

Check one Approved ☒ Disapproved _____ City/County Official _____

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____

CONTRACT FOR INMATE CONFINEMENT

This Contract (Contract) is made and entered this 14th day of August 2012, (Effective Date), by and between Valencia County, New Mexico and San Miguel County, New Mexico which includes said county and/or its authorized agent for operation of the San Miguel County Detention Center (SMCDC). This contract supersedes and voids all prior contracts between the parties for the confinement of inmates.

WHEREAS, San Miguel County is the owner of the San Miguel County Detention Center (SMCDC), which has from time to time vacant adult bed space at the SMCDC and;

WHEREAS, Valencia County, desires to house its prisoners in the SMCDC, hereinafter sometimes called the facility, and;

WITNESSETH, that for and in consideration of the covenants and conditions recited in this contract, the parties agree as follows:

1. Authority and Purpose

This contract authorizes the parties to make contractual arrangements for the confinement of prisoners of Valencia County, as the Using Agency. It replaces all prior contracts between the parties for these services.

2. Effective Date and Term

This contract shall become effective upon approval by Valencia County, by and through its Board of County Commissioners and upon approval by the San Miguel County by and through its Board of County Commissioners, and shall be effective for a term of (1) one year, with the option to renew for up to (3) three additional years.

3. Termination

- a. Either party may terminate this Contract at any time upon written notice to the appropriate agents identified herein. Termination will become effective as of (60) sixty calendar days from the mailing of the written notice. In the case of termination, SMCDC shall be paid for all services provided through the date of termination.
- b. In the event that a court of competent jurisdiction enters any order, which effects the ability of SMCDC to perform the obligation under this Agreement, SMCDC shall have the right to terminate this Agreement upon entry of such an order without the (60) sixty day notice requirements.

(EXHIBIT G)

4. Guarantee of Beds

- a. SMCDC guarantees Valencia County a minimum of 20 prisoner beds for the duration of this contract, however, Valencia County is not obligated or required to fill all 15 beds at all times.
- b. In emergency situations SMCDC will waive the number of guaranteed beds and will accommodate Valencia County with housing of its prisoners by providing as many prisoners beds as possible, above and beyond the guaranteed 20, for the duration of the emergency. Further, in the case of an emergency, per day, per inmate compensation rate shall remain equal to the non-emergency rate identified in this contract.

5. Jail Services and Facilities

- a. Valencia County shall be entitled to have its adult prisoners, either male or female, pre-sentence or sentenced in the SMCDC, in accordance with the guaranteed bed space above.
- b. Valencia County shall give SMCDC notice of its intent to transport a Valencia County prisoner to SMCDC, and shall provide any information required or requested by the detention center staff of SMCDC, including verification of non-juvenile status. Valencia County shall provide SMCDC with all relevant records regarding any inmate to be housed at SMCDC.
- c. SMCDC shall incarcerate and detain on a space available basis, with a guaranteed minimum space of 20 prisoner beds, all inmates the Valencia County may deliver to SMCDC from time to time for incarceration, as allowed by the SMCDC facility. The county does not guarantee occupancy of SMCDC beds.
- d. SMCDC shall provide confinement, safekeeping and maintenance for each prisoner delivered to the facility. Valencia County prisoners shall be classified and confined in the facility in accordance with the SMCDC classification criteria as promulgated by SMCDC. SMCDC shall provide Valencia County prisoners with a reasonable, clean, safe, and wholesome facility, which it shall keep in good order and repair. Each of the Valencia County prisoners confined at SMCDC shall receive good and sufficient food, as well as lighting and heating of the same quality as provided to other prisoners during their confinement at SMCDC.
- e. Should any prisoner incarcerated under this contract fail to comply with the rules and regulations of the SMCDC, become a disciplinary problem, or cause any other problems within the facility, notice shall be given to Valencia County, and after discussion with Valencia County

Administration, if a solution cannot be reached, then the prisoner shall be removed by Valencia County.

6. Applicable Rules and Regulations

When using the facility for the confinement of prisoners, Valencia County, its officers, employees, agents, and prisoners shall at all times be governed by the Rules, Regulations, and Policies adopted by the SMCDC relating to confinement and care of prisoners at SMCDC. All policies and procedures are in accordance with American Correctional Association Standards for Adult Local Detention Facilities, and all applicable state and federal statutes. Upon request, Valencia County shall be provided with a copy of the policies and procedures for the SMCDC.

7. Compensation

- a. Valencia County shall pay to SMCDC the rate of \$65.00 (sixty five dollars) per day, per inmate for each full or partial day in which the inmate is confined by SMCDC.
- b. In accordance with NMSA1978 33-3-15, where a person on the order of any District Judge has been placed in the State Penitentiary or a County Jail for sentencing, the expense incurred by the State Penitentiary or by the Sheriff of any County for the maintenance of said Prisoner shall be borne by the County from which said prisoner has been ordered. Valencia County may select the correctional facility where those inmates will be housed.

8. Billings

- a. SMCDC shall bill Valencia County on a monthly basis together with such documentation as Valencia County may reasonably require.

- b. Valencia County shall forward payments to SMCDC within (30) thirty days of billing. Charges not paid within 30 (thirty) days of billing shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1 % per month, whichever is lower.
- c. SMCDC shall provide Valencia County with invoices on a monthly basis for billing. Invoices shall reflect the name and/or identification of the prisoner, arrival date, departure date, medical services provided and date medical services were approved by Valencia County.

9. Transportation

- a. Valencia County will transport inmates to and from Valencia County at its own cost.
- b. When an inmate is released from San Miguel County Detention Center, San Miguel County Detention Center will not be required to transport the inmate to Valencia County.

10. Records

SMCDC shall keep and maintain accurate and current records relating to the confinement of all prisoners, including the initial date of acceptance at SMCDC, the confining agency, the detaining source of the prisoner, the number of days at the facility, and whether such prisoner has been sentenced. SMCDC agrees to allow Valencia County access to said records upon request of Valencia County.

11. Medical Care

- a. If Valencia County prisoner is in need of medical care, he or she will access any in- house services provided by the facility. SMCDC shall provide routine routing and ordinary medical care within SMCDC.
- b. Medical care not deemed by SMCDC to be within the scope of routine and ordinary care provided by SMCDC, including pharmacy/prescription care, shall be the financial responsibility of Valencia County. Pharmacy and prescription services are not included as routine medical care. The cost associated with this service shall be passed on to Valencia County at actual cost. If the inmate is transported to a medical facility within the San Miguel County, SMCDC will bear the cost of transportation and security for the inmate. If the inmate is transported outside of San Miguel County, Valencia County will be responsible for the associated costs, pursuant to provisions 11 a and 11 b herein.

If a Valencia County prisoner is in need of medical services that cannot be provided at the facility, such as lab tests, x-rays, diagnostic procedures, or specific consultations, the medical staff shall confer with Detention Medical Director/Health Authority to determine availability to direct services, and will notify Valencia County as soon as practicable with regard to the medical situation and to initiate medical management services.

If a Valencia County prisoner is determined to be in need of emergency care or hospital admission, the prisoner will be taken to Alta Vista Regional Hospital in Las Vegas, New Mexico. Such transport shall be paid for by SMCDC. Detention Medical Staff shall notify Valencia County regarding the emergency care.

Valencia County prisoners being transported to the facility shall be medically cleared prior to transport. A brief medical history will accompany each such prisoner to the facility.

- c. If a prisoner is transferred from a facility currently used by Valencia County, and has received a medical clearance, SMCDC will not require a medical clearance on that prisoner prior to incarceration at SMCDC.

12. Work Program. In House Services and Road Crew

- a. Valencia County prisoners who meet appropriate and established SMCDC Classification Standards shall be eligible to participate in facility work programs, including services and road crews; if such a program and assignments are available: and consistent with required court orders/classification programs process. Inmates will be screened as per their crime and behavior in the facility for the work program assigned. If a Judge orders an inmate to participate in a work program, that inmate will participate in the program. Any inmate participating in a work program who violates the facility's policies and regulations will be removed from the work program.

13. Indemnification and Release

SMCDC shall release, save and hold harmless Valencia County, its officers, agents, and employees from any and all liability in damages, claims, suits, and causes of action of any nature, at law or in equity, including any costs and attorney's fees incurred, arising from the transportation, confinement, safekeeping and maintenance of any of the Valencia County prisoners by San Miguel, as well as any actions or omissions related thereto. This indemnification shall not pertain to any claims, suits, or causes of actions seeking damages for personal injuries

allegedly arising from the negligence or tortious conduct of Valencia County, it's officers, agents, or employee's, during the inmate's confinement. Upon Valencia County's request, SMCDC shall furnish Valencia County with appropriate certificates of insurance.

14. Entire Contract

This Contract and Exhibits attached hereto constitute the entire contract between the parties relating to the service and this contract shall not be modified, amended, or rescinded in whole or in part, except by written amendment signed by both parties hereto.

15. Notices

All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:

1.

Valencia County
Warden

Mr. Joe Chavez, Warden
436 Courthouse Road
Los Lunas, New Mexico
87031
- With copy to:

Bruce Swingle
Valencia County Manager
PO Box 1119/444 Luna Dr.
Los Lunas, New Mexico
87031
2.

San Miguel County Detention Center

Patrick W. Snedeker, Warden
26 NM 283
Las Vegas, NM 87701
- With copy to:

Les W. J. Montoya, County Manager
San Miguel County
500 West National Suite, 201
Las Vegas, NM 87701

16. Non-Discrimination

San Miguel County and SMCDC are Equal Opportunity Employers. If this contract is subject to Executive Order 11246, as amended, a copy of the Federal Contract supplement is made a part hereof. To the extent required by applicable laws and regulations, this contract also includes and is subject to executive Order 11738 requiring certification of compliance with

environmental regulations and to the affirmative action clauses concerning disabled Veterans of the Veteran Era (41 DFR 60-250) and employment of the handicapped (41 CFR 60-741) and the appropriate clauses are either attached hereto or incorporated herein by reference.

17. General Provisions:

- a. This contract shall be binding upon the successors and assigns of the parties hereto.
- b. If any of the terms or provisions of this Contract shall be adjudicated to be invalid, illegal or unenforceable, this Contract shall be deemed amended to delete therefrom the term or provision adjudicated to be invalid, illegal or enforceable and the validity of the other terms and provisions of this Contract shall not be affected thereby.
- c. This contract may be executed in two or more counter parts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same original instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.



Donald Holiday
Donald Holiday, Valencia County Commission – Chair

9-19-2012
Date

Sally Perea
Sally Perea, Valencia County Clerk

9-19-2012
Date

In Witness Whereof, the Agreement has been entered into this **14th** day of
August 2012 by the **BOARD OF COUNTY COMMISSIONERS OF SAN
MIGUEL COUNTY, NEW MEXICO.**

Nicholas T. Leger, Chairman – District 5



Ron R. Ortega, Vice-Chairman –District 1



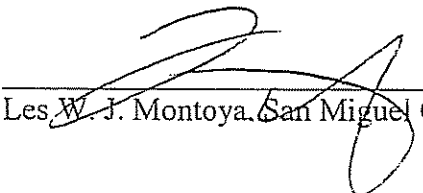
Marcellino A. Ortiz, Commissioner District 2



Arthur J. Padilla, Commissioner –District 3



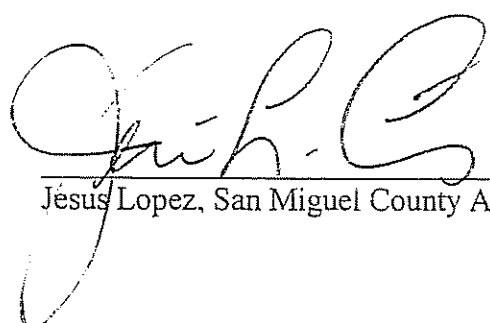
David R. Salazar, Commissioner –District 4



Les W. J. Montoya, San Miguel County Manager

ATTEST:

Melanie Y. Rivera, San Miguel County Clerk



Jesus Lopez, San Miguel County Attorney

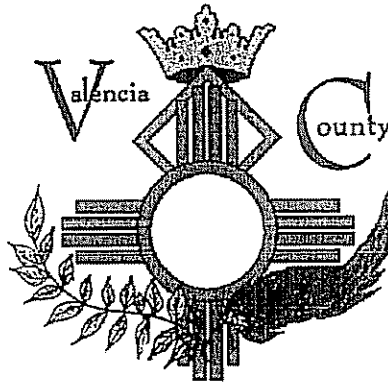
- **Valencia County – San Miguel County Detention Center – Housing and Care
of Valencia County Inmates.**

VALENCIA COUNTY
STATE OF NEW MEXICO

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE SERVICES
FOR
VALENCIA COUNTY

→ DRAFT!! ←



RFP #VCR-FY13-005

VALENCIA COUNTY PURCHASING
444 Luna Ave., Suite 100A
Los Lunas, NM 87031

September 21, 2012

(EXHIBIT H)

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from experienced and capable offerors that can carry out a comprehensive program for the management of solid waste within the unincorporated areas of Valencia County, New Mexico.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing regularly scheduled (weekly) curb-side waste collection for all households in the unincorporated portions of the County. The successful offeror will also offer recycling service to each household served which may be selected, at an additional fee, at the option of each household. That contractor will be fully responsible for all aspects of billing as well as payment and collections management. Contractor shall also provide community outreach and education to residents.

The successful offeror will also be responsible for operating, maintaining and improving the County-owned "Conejo" waste facility. As with residential curb-side waste collection and recycling, the contractor will be fully responsible for all fiscal aspects of the operation of this facility and will retain all revenues generated.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of implementing and operating a comprehensive curb-side waste collection program for households in the unincorporated portions of the County, including recycling service that may be utilized at the option of the household; operating and improving the County owned waste facility ("Conejo") as well as managing and performing all fiscal aspects of the above to include billings, payment acceptance and collections. The duration of the contract resulting from this RFP shall be for eight (8) years from the date of award. Under no circumstances shall the term of this contract exceed eight (8) years. This procurement will result in a single source award.

D. PROCUREMENT MANAGER

The County of Valencia has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Valencia.

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Household" means a group of persons occupying a common living space serviced by an electrical utility and that has an electric meter for the purpose of billing that group of persons for electrical usage.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"NMAC" means the New Mexico Administrative Code, as administered by the new Mexico Commission of Public Records, State Records Center and Archives, Administrative Law Division.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Valencia.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

G. EVALUATION COMMITTEE

The Evaluation Committee for this procurement shall be composed of the following persons:

- Valencia County Environmental Coordinator
- Valencia County Manager
- Valencia County Human Resources Director
- Valencia County Public Works Director
- Valencia County Purchasing Agent

Additionally, the Valencia County Finance Director will support the Evaluation Committee in the assessment of financial information required to be submitted as part of offeror proposals.

H. ACCESS TO PROCUREMENT SENSITIVE MATERIALS

All persons requiring access to procurement sensitive materials (including but not limited to submitted proposals, amendments thereto, cost information, amendments thereto, potential or actual answers to questions, potential or actual RFP amendments, interim working papers and materials, evaluation discussions, strategies and negotiations prior to contract award) shall be required to sign a Non-Disclosure Agreement before being given such access. Those signed agreements will be made a part of the Procurement File.

I. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

- Valencia County Procurement Policy

http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf

1. Issue RFP

This RFP is being issued by the Valencia County Purchasing Agent on behalf of the County of Valencia and the Valencia County Board of County Commissioners.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 1:30 P.M. MDT in [VERIFY LOCATION] the Commission Room, Room 103, 444 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

4A. Procurement Status Update, Consideration of Answers to Questions, Considerations of RFP Amendments

The Procurement Manager will update the BCC on EC recommended answers to questions submitted by Potential Offerors as well as any EC recommended amendments

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7A. Procurement Status Update: Selection of Finalists, BAFO decision, Oral Presentation decision

The PM will present the initial scorings and recommendations for the selection of finalists to the BCC. The PM will also present the EC's recommendation for as to whether Best and Final Offers (BAFOs) should be sought and whether Oral Presentations should be held. (DUE TO THE PROCUREMENT SENSITIVE NATURE OF THE DISCUSSIONS, THIS WILL OCCUR IN CLOSED, EXECUTIVE SESSION.)

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the highest scoring Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Valencia County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP 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 of Valencia.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

*Only the single original needs to be provided and must be secured in the binder marked "Original" in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

4. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Donald E. Holliday; BCC Vice-Chair Georgia Otero-Kirkham; Commissioners Mary J. Andersen, Lawrence R. Romero and Ron Gentry; Assessor Viola Garcia-Vallejos; Clerk Sally Perea; Probate Judge Jaime Baca; Sheriff Louis Burkhard and Treasurer Dorothy Lovato.)

5. Administrative Fee (0 Points)

Offeror must agree to pay the County an administrative fee on a regular basis. While the frequency of payment and exact amount to be paid will be subject to negotiation, the County anticipates the Administrative Fee will be approximately one (1) dollar per container (waste or recycle) serviced per month. A statement of concurrence is required.

6. Pricing (0 Points)

Offeror must agree that the prices proposed will remain fixed for the first year of the contract and that any future adjustments to pricing will be subject to negotiation and agreement by mutual assent of the parties. A statement of concurrence is required.

7. Proposal Bond (0 Points)

Offeror must provide, with their proposal, a Proposal Bond in the amount of 5% of the "Total Annual Sum" indicated on the Cost Response Form (Appendix C) submitted with the offeror's proposal. The Bid Bond shall be valid for the same period as the proposal, plus ninety (90) days after the validity date of the proposal. The County reserves the right to extend the validity of the Proposal Bond if a contract is not yet in place.

8. Performance Bond (0 Points)

Offeror must submit, with their proposal, proof of their ability to secure a performance bond in the amount of one million dollars (\$1,000,000.00). Offeror must ALSO agree to provide a performance bond, in the amount of one million dollars (\$1,000,000.00), at the time of contract award by the Valencia County Board of County Commissioners, if an award offer is made to them. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract. A statement of concurrence is required.

improvements in infrastructure and operations to be implemented by the contractor. Illustrations, diagrams, charts, etc. may be included to support the offeror's narrative, if desired.

5. Fiscal Management (75 Points)

Offeror should describe, in narrative form, how they will manage fiscal operations with a focus on billing, payment collections and collection/management of past due accounts. Offeror should also describe how they will make provision and allow for County oversight of their fiscal management.

6. Citizen Outreach and Education (25 Points)

Offeror should describe, in narrative form, how they will implement a no-cost program of citizen outreach and education designed to educate citizens on the proper management and disposal of residential waste as well to reduce the incidence of illegal waste dumping.

7. Support for Community Clean-Up Events (25 Points)

Offeror should describe, in narrative form, how they will support six (6) community clean-up events annually at no cost to the County. These events will be designed to clean up illegal dump sites.

8. Bulk Item Pick-Up (25 Points)

Offeror should describe, in narrative form, how they will provide up to two (2) bulk item pick-ups per calendar year, upon customer request, at no additional cost to the customer.

9. Economic Development within Valencia County (75 Points)

Offeror should describe, in narrative form, how their proposal will contribute to economic development in Valencia County. At a minimum, offerors should address job creation and infrastructure creation and improvement. Additional points will be awarded with answers that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to offerors that have, or will commit to establishing, an office in Valencia County.

10. Project Plan (125 Points)

Offeror should provide a detailed project plan that describes how they will prepare for and carry out the requirements of the contract. The project plan should include a schedule of events, dependencies and assumptions. It should also describe what is needed/expected from the County and when those things are needed to make the effort successful.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Oral Presentation (50 Points)

If held, points will be awarded based on the quality, content and logic of the offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral presentations are not held, all finalist offerors will be awarded the full fifty (50) points available.

4. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

5. Administrative Fee (0 Points)

Pass/Fail only.

6. Pricing (0 Points)

Pass/Fail only.

7. Proposal Bond (0 Points)

Pass/Fail only.

8. Performance Bond (0 Points)

Pass/Fail only.

9. Financial Stability (0 Points)

Pass/Fail only.

10. Cost (300 Points)

Points will be awarded based on the total annual cost ("Total Annual Sum") indicated on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Annual Sum}}{\text{This Offeror's Proposed Total Annual Sum}} \times 300$$

the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

7. Support for Community Clean-Up Events (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the level of support provided, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

8. Bulk Item Pick-Up (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the ease of use by the customer and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

9. Economic Development within Valencia County (75 Points)

Points will be awarded based on the strength and logic of the offeror's response, the level of support indicated, how specific the response is as far as goals to be achieved and the perceived likelihood of success. Additional points will be awarded with answers that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to offerors that have, or will commit to establishing, an office in Valencia County. Proposals received will be compared to each other as part of the scoring process.

10. Project Plan (125 Points)

Points will be awarded based on the depth and breadth of the plan provided, the clarity of the plan, the perceived likelihood of success, and the utility of the plan as a contract management tool by the County during the life of the contract. Proposals received will be compared to each other as part of the scoring process.

D. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**SOLID WASTE SERVICES FOR
VALENCIA COUNTY**

Valencia County RFP #VCR-FY13-005

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than September 25, 2012.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Michael Vinyard
Valencia County Purchasing
444 Luna Ave, Suite 100A
Los Lunas, NM 87031
Phone: (505) 866-2006
Fax: (505) 866-2424
E-mail: michael.vinyard@co.valencia.nm.us

"<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column.

3. **Term.**

This Agreement is for eight (8) years from the date of approval by the Valencia County Board of County Commissioners unless terminated pursuant to paragraph 4 (Termination). In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.

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.**

This section is NOT APPLICABLE to this Agreement.

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.

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

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. 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-FY13-005 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:

- A. Any contract amendment(s), in reverse chronological order; then
- B. this contract itself; then
- C. the Request for Proposals; then
- D. the Contractors Best and Final Offer(s), in reverse chronological order; then
- E. the contractor's proposal; then
- F. 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.

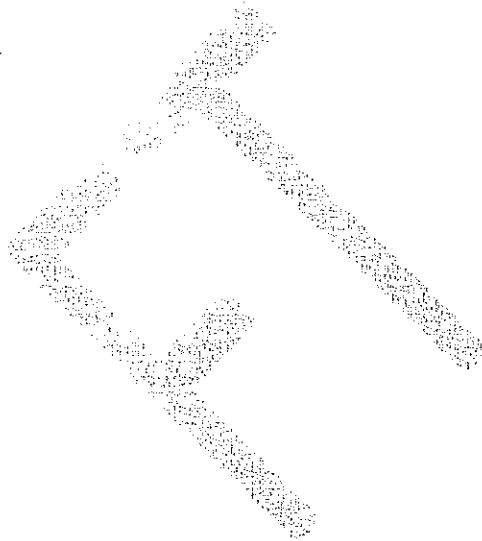
Address: 444 Luna Ave.
Los Lunas, NM 87031

By: _____
Valencia County Purchasing Agent

Date: _____

Printed Name: Michael Vinyard

Address: 444 Luna Ave.
Los Lunas, NM 87031



Attachment 1**Scope of Work**

Required activities include, but are not necessarily limited to, the following:

1. Provide individual containers and regularly scheduled (weekly) curb-side waste collection for all households in the unincorporated portions of Valencia County. Persons living in apartment buildings, condominiums or townhouses may be serviced with individual containers, communal containers or any combination thereof as may be negotiated between the contractor and the residents of those facilities. The prorated cost to each household (based on the total number of individual dwelling units available) shall not exceed the amount charged to individual houses for the same service.
2. Offer recycling service to each household served in accordance with #1, above. Each household shall have the option to (A) accept the service, at an additional fee as specified in the contractor's proposal or as subsequently negotiated with the County or (B) may decline the recycling service.
3. Assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility.
5. Assume full responsibility for all aspects of billing as well as payment and collections management and provide for County oversight.
6. Provide community outreach and education to residents.
7. Support no less than six (6) community clean-up event annually
8. Provide no less than two (2) bulk item pick-ups annually, per customer, at customer request.
9. Report to the County monthly; all households that are over 60 days delinquent with their payments, all households that are over 90 days delinquent with their payments and all households for which the contractor anticipates terminating collection service for failure to pay.

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO.** Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2012

Authorized Signature and Date (**Must be signed by the person identified in item #2. above.**)

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____

APPENDIX F

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

VALENCIA COMMUNITY HOSPITAL

VALENCIA COUNTY / CITY OF BELEN
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2012, which shall be the date of execution by the Secretary of the New Mexico Department of Finance and Administration (the “**Secretary**”), or his designee, (the “**Effective Date**”) by and between Valencia County, a political subdivision of the State of New Mexico (“**Valencia County**”) and the City of Belen, a New Mexico municipality (“**Belen**”), each a **Party**, and collectively the **Parties**, pursuant to the Joint Powers Agreements Act, § 11-1-1 through § 11-1-7, NMSA 1978 and subject to the approval of the Secretary.

RECITALS

WHEREAS, it has been determined that there is a need to provide appropriate and adequate hospital facilities for the sick of Valencia County, New Mexico, and

WHEREAS, the Board of County Commissioners of Valencia County (the “**County Commission**”) has been working to accomplish the establishment of a hospital in Valencia County, and

WHEREAS, the citizens of Valencia County have demonstrated their support for a hospital in Valencia County, including at the November 7, 2006 General Election by the approval of the overwhelming majority of the voting qualified electors of Valencia County of a 2.75 mill levy on the net taxable value of property subject to taxation within the county (the “**Mill Levy**”) to support the operation and maintenance of a hospital in Valencia County, and

WHEREAS, Valencia County has previously authorized the formation of a New Mexico non-profit corporation, Valencia Health Commons, and contracted with Valencia Health Commons to achieve the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County has terminated its agreement with Valencia Health Commons, and

WHEREAS, following termination of its agreement with Valencia Health Commons, Valencia County has no present contractual obligations or other binding commitments for the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County remains committed to the establishment of a hospital in Valencia County, and

(EXHIBIT I)

WHEREAS, Belen is also interested in and committed to the establishment of a hospital in Valencia County, and

WHEREAS, Belen is willing to participate in and contribute to the effort to establish a hospital in Valencia County, and has, in fact, authorized and had prepared, at its expense, a feasibility study (the “**Belen Feasibility Study**”) indicating that a hospital is viable if located on a specific parcel of land made available by Belen (the “**Belen Site**”), and

WHEREAS, Valencia County and Belen wish to work cooperatively to achieve the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County desires to independently analyze and evaluate whether a hospital at the Belen Site will be successful and sustainable, and may do so by its own evaluation of the Belen Feasibility Study or through engagement by Valencia County of an independent consultant to provide a written analysis and report as to whether a hospital at the Belen Site will be successful and sustainable (the “Independent Feasibility Validation Report”), and

WHEREAS, Valencia County and Belen wish to enter into a joint powers agreement to accomplish the establishment of a hospital on the Belen Site by taking the steps identified more specifically in this Agreement, including Valencia County’s independent determination that a hospital at the Belen Site will be successful and sustainable, either through its own evaluation of the Belen Feasibility Study or through the Independent Feasibility Validation Report, and the subsequent issuance of a request for proposals by Valencia County and Belen for entry into a health care facilities contract with Valencia County for the transfer and distribution of mill levy proceeds for the operation and maintenance of a hospital upon the substantial completion of the construction of a hospital/24 hour emergency healthcare facility on the Belen Site and a separate agreement by Belen with Valencia County and/or the entity awarded the health care facilities contract to allow the construction and operation of a hospital on the Belen Site,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals**. The Recitals set forth hereinabove are incorporated herein by reference and shall be considered part of this Agreement as if fully restated herein.

2. **Purpose**. The purpose of this Agreement is to set forth the understanding pursuant to which Valencia County and Belen, working cooperatively, will establish an acute care, sole provider hospital/24 hour emergency health care facility in Valencia County on the Belen Site (the “**Valencia Community Hospital**”), which will, pursuant to NMSA 1978, § 4-48B-3(G) (2003):

a. Admit and treat patients without regard to race, sex, religion or national origin.

- b. Include x-ray, laboratory services, and a pharmacy or drug room.
- c. Have available adequate emergency equipment, personnel and procedures, including:
 - i. A standby emergency power system.
 - ii. At least one person capable and authorized to initiate immediate lifesaving measures.
 - iii. Facilities for emergency laboratory work, including, as a minimum, urinalysis, complete blood count, blood type and cross match.
 - iv. Diagnostic radiographic facilities.
- d. Provide facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases.
- e. Maintain adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics.
- f. Provide physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health (collectively, the “**Hospital Facility**”).

3. The Belen Site. The Belen Site consists of 13.65 acres located near Interstate 25 (I-25) in the City of Belen Healthcare Hub just north of Camino del Llano and east of Christopher Road and more particularly described as follows:

Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A,

plus an additional 10.35 acres located north of and immediately adjacent thereto, which is under separate private ownership and is presently available for the Hospital Facility (the “**Belen Site**”). The acquisition cost of the Belen Site was \$619,000.00. It has a substantially higher present value due, in large part, to subsequent on- and off-site infrastructure improvements. *See* Ex. A, attached hereto.

4. Independent Validation of the Feasibility of a Hospital on the Belen Site. Valencia County shall independently analyze and evaluate the Belen Feasibility Study for the purpose of determining whether a hospital on the Belen Site will be successful and sustainable (the “Belen Site Location Feasibility Determination”). Valencia County may make the Belen Site Location Feasibility Determination using one of the two methods described below. In the event that Valencia County determines, pursuant to Section 4(a)

below that a hospital on the Belen Site will not be successful or feasible, or in the event that Valencia County or Belen reject the Independent Feasibility Validation Report pursuant to Section 4(b) below, neither Valencia County nor Belen shall be further obligated under this Agreement and Valencia County or Belen may thereafter immediately terminate its participation in this Agreement and shall have no further obligation hereunder.

a. Valencia County Independent Belen Site Location Feasibility Determination. Valencia County may conduct and complete its own internal evaluation of the Belen Feasibility Study as to whether a hospital at the Belen Site will be successful or sustainable. In the event Valencia County chooses to make the Belen Site Location Feasibility Determination internally and without engagement of independent consultants, Valencia County will complete such internal evaluation and place its acceptance or rejection of the Belen Feasibility Study on the issue of whether a hospital on the Belen Site will be successful and sustainable and its Belen Site Location Feasibility Determination on a Valencia County Commission meeting agenda no later than July 31, 2012. Valencia County's independent Belen Site Location Feasibility Determination must be evidence-based and reasonable.

b. Engagement of Consultant To Make Recommendations as to Belen Site Location Feasibility Determination. Valencia County may engage an independent consultant to provide a written analysis and report as to whether a hospital on the Belen Site will be successful and sustainable (the "Independent Feasibility Validation Report"), and Valencia County shall authorize the expenditure of funds and shall retain and/or otherwise engage an independent consultant to complete the Independent Feasibility Validation and prepare an Independent Feasibility Validation Report to Valencia County and Belen no later than July 31, 2012. Belen and Valencia County shall each review and accept or reject the Independent Feasibility Validation Report no later than August 30, 2012. Rejection of the Independent Feasibility Validation Report by either Belen or Valencia County must be evidence-based and reasonable.

5. Issuance of Request for Proposals for Lease and/or Acquisition of the Belen Site for Hospital Facility, Financing of Hospital Facility Through Revenue Bonds, and a Health Facilities Contract for Hospital Located on Belen Site. If Valencia County independently makes and accepts the Belen Site Location Feasibility Determination pursuant to Section 4(a) above, or if Valencia County each accept the Independent Feasibility Validation Report pursuant to Section 4(b) above, Valencia County and Belen shall, within ninety (90) days after the date of such acceptance, jointly issue a request for proposals for: (a) the lease and/or other acquisition of the Belen Site from Belen for the construction and operation of a Hospital Facility thereon, (b) submission of a financing plan for the construction and equipping of the Valencia Community Hospital to the extent public financing in the form of revenue bonds is proposed to be sought by any offeror, and (c) the transfer and distribution of mill levy proceeds by Valencia County for operation and maintenance of the Valencia Community Hospital to be constructed on the Belen Site upon the substantial completion of the construction of the Hospital Facility through a health facilities contract offered by Valencia County (the "**Health Care Facilities Contract RFP**").

a. Terms and Provisions of the Health Care Facilities Contract to be Included in the Health Care Facilities Contract RFP. The Health Care Facilities Contract RFP shall, at a minimum, require that the following provisions be included in any health care facilities contract awarded under the Health Care Facilities Contract RFP:

- i. The contractor shall use the funds received under the health care facilities contract only for non-sectarian purposes and to make the Valencia Community Hospital available to provide services to the sick of Valencia County;
- ii. The contractor shall have exclusive control of the development, operating, equipping, and maintaining the Hospital Facility so long as such development, operation, equipping and maintenance is consistent with the terms of the health care facilities contract and all requirements of New Mexico law, including, without limitation, the New Mexico Hospital Funding Act;
- iii. The contractor shall not discriminate in employment, granting of medical staff privileges, or availability of hospital facilities on account of race, sex, religion, or national origin;
- iv. The contractor will undertake and assume all financial responsibility for the development, operation, equipping, and maintenance of the Hospital Facility, and may utilize Mill Levy Funds for that purpose to the extent permitted by New Mexico law, as well as any additional public funds available under New Mexico or federal law and any public or private grants that may be available;
- v. The Mill Levy Funds shall not be transferred to the contractor until the contractor receives a certificate of substantial completion of the Hospital Facility (which shall mean receipt of a certificate of substantial completion of the construction of the Hospital Facility conditioned upon acceptance of patients within six months thereafter), which must be no later than December 31, 2014, and Valencia County shall hold the Mill Levy Funds in a restricted account until such condition is met;
- vi. Upon transfer of the Mill Levy Funds to the contractor, the contractor shall use the Mill Levy Funds only for the purpose of operating, equipping and maintaining the Hospital Facility;
- vii. The contractor's use of Mill Levy Funds for capital expenditures, construction costs or any other expenditure not related to operation, equipping and maintaining the Hospital Facility shall be deemed an impermissible use of Mill Levy Funds and grounds for termination of the health care facilities contract;

- viii. The contractor will prepare an annual accounting and report to Valencia County, accounting for expenditure of Mill Levy Funds for the previous year and an annual plan explaining the planned use of Mill Levy Funds for the succeeding year;
- ix. The contractor will provide copies of audited financial statements detailing the financial condition of the contractor on an annual basis, including an annual balance sheet, personal and real property inventories, profit and loss statements, accounts receivable, accounts payable records, and other financial records bearing on the operation of the Hospital Facility;
- x. The health care facilities contract may be terminated without cause upon 180 days' notice after the first three years of the contract, but such termination provision shall not apply during any portion of the term in which the contractor is obligated to make debt service payments on revenue bonds that finance all or part of the Hospital Facility or equipment for the Hospital Facility.

b. Terms and Provisions of the Lease and/or Other Acquisition of the Belen Site to be Included in the Health Care Facilities Contract RFP. Belen shall, through the Health Care Facilities Contract RFP, agree to make the Belen Site available for the construction of the Hospital Facility, either through a conveyance of the Belen Site from Belen to Valencia County or the contractor subject to certain specified conditions pertaining to the construction and operation of the Hospital Facility on the Belen Site or on a long-term lease basis, the specific terms of which will be subject to Belen's consideration of proposals submitted in response to the Health Care Facilities Contract RFP.

c. Terms and Provisions of Financing/Bonds to be Included in the Health Care Facilities Contract RFP. Valencia County may, if necessary and appropriate, pursuant to NMSA 1978, § 4-48B-18, issue revenue bonds for the purpose of constructing, purchasing, renovating, remodeling, equipping or re-equipping the Valencia Community Hospital and the acquisition of land necessary therefore or any combination of the foregoing purposes, but is not obligated to do so under this Agreement. Belen may, if necessary and appropriate, issue revenue bonds for the purpose of constructing, purchasing, renovating, remodeling, equipping or re-equipping the Valencia Community Hospital and the acquisition of land necessary therefore or any combination of the foregoing purposes, but is not obligated to do so under this Agreement. In either event, the terms and conditions of the bond issue shall be determined before the bonds are issued. As part of the Health Care Facilities Contract RFP, the offerors shall be requested to provide a financing plan for the construction and equipping of the Valencia Community Hospital and address whether issuance of bonds by either Valencia County or Belen will be requested or required by the offeror for the construction and/or operation of the Valencia Community Hospital and the offeror's performance of obligations under any health care facilities contract to be awarded under the Health Care Facilities Contract RFP.

6. Review and Acceptance or Rejection of Responses to the Health Care Facilities Contract RFP. Valencia County and Belen shall jointly review and consider all timely, complete and qualified responses to the Health Care Facilities Contract RFP. In the event that either Valencia County or Belen conclude that no such proposals are mutually acceptable to Valencia County and Belen or that funding for the acquisition of the Belen Site and/or the funding for construction and equipping of the Valencia Community Hospital and/or the entry of a health care facilities contract for operation and maintenance of the Valencia Community Hospital is not available on reasonable terms and conditions, neither Valencia County nor Belen shall be obligated to make an award under the Health Care Facilities Contract RFP or to otherwise enter into an agreement related to the use and/or other acquisition of the Belen Site and/or the entry of a health care facilities contract for the construction and operation of the Valencia Community Hospital on the Belen Site, and Valencia County or Belen may terminate its participation in this Agreement and shall have no further obligation hereunder. In the event that Valencia County and Belen determine that one or more proposals for the acquisition and/or use of the Belen Site for the construction and operation of a Hospital Facility and the entry of a health care facilities contract for the operation and maintenance of the Valencia Community Hospital on the Belen Site are mutually acceptable to Valencia County and Belen, Belen will thereafter enter into a respective agreement for the acquisition and/or use of the Belen Site by the offeror selected under the Health Care Facilities Contract RFP and Valencia County shall thereafter enter into a health care facilities contract for the operation and maintenance of the Valencia Community Hospital on the Belen Site with the offeror selected under the Health Care Facilities Contract RFP.

7. Term. The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2014 (the "**Initial Term**") and as long thereafter as necessary to effectuate the purpose of this Agreement, except that either Party may, after expiration of the Initial Term, terminate this Agreement, without cause, upon six months written notice to the other Party. In the event that either Party elects to terminate this Agreement in order to withdraw from this Agreement (the "**Withdrawing Party**"), the Withdrawing Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development and/or operation of the Valencia Community Hospital. In the event that either Party fails to fulfill its obligations, or any of them, (the "**Defaulting Party**") during the term of this Agreement, the other Party (the "**Non-Defaulting Party**") may give notice of such failure, and in the event the Defaulting Party fails to reasonably satisfy the Non-Defaulting Party of its intention and ability to cure the default within 30 days of receipt of the notice specifying the failure at issue, or within such additional time as may be reasonably required to cure the default, the Non-Defaulting Party may withdraw from this Agreement without further notice and without any continuing obligation to the Defaulting Party, except that the Non-Defaulting Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development or operation of the Valencia Community Hospital.

8. Disposition of Property Acquired. Upon termination of this Agreement: (1) any and all equipment, furnishings, and other personal property acquired during the term of this Agreement shall belong to the Valencia Community Hospital; (2) the building and all improvements located on the surface of the Belen Site shall belong to Valencia

County and/or the Valencia Community Hospital and remain on the Belen Site so long as the building and other surface improvements are used for the operation of a hospital; and (3) the Belen Site itself (surface and sub-surface) shall remain in the ownership of Belen, if a lease, or revert to Belen, if the fee title to the Belen Site was conveyed to Valencia County or the owner/operator of the Valencia Community Hospital.

9. Miscellaneous.

a. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Valencia County: Office of the County Manager
P.O. Box 1119/444 Luna Avenue
Los Lunas, NM 87031
Fax: (505) 866-3355

with a copy to the Valencia County Attorney at the address above;

If to Belen: Office of the City Manager
100 South Main Street
Belen, NM 87002
Fax: (505) 864-8408

with a copy to the City Attorney at the address above.

b. Assurances. Consistent with the terms and conditions hereof, each Party will execute and deliver such certificates and other documents and take such other action as any other Party may reasonably require in order to carry out the Agreement and the transactions contemplated hereby.

c. Severability. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such provision may be modified to the extent necessary to make this Agreement legal and enforceable. If such provision cannot be so modified, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

d. Amendment. The Agreement may be amended if, in the opinion of the Parties, an amendment would be desirable to advance the purpose of the Agreement.

However, the Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.

e. Assignment. The Agreement or any of the rights, duties, or obligations of the Parties hereunder, shall not be assigned by either Party without the express written consent and approval of the other Party.

f. Successors and Assigns. This Agreement binds and inures to the benefit of the parties and, subject to the restrictions on transfer herein set forth, their respective successors, assigns and personal representatives.

g. Complete Agreement. The Agreement and the exhibits attached hereto contain the entire understanding of the Parties with respect to the transactions contemplated hereby and supersede all prior arrangements or understandings with respect thereto. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein.

h. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

i. Headings. Section or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

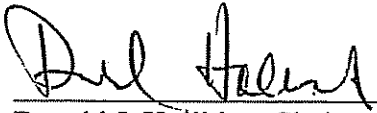
j. Governing Law. This Agreement is governed by and is to be construed in accordance with the law of the State of New Mexico.

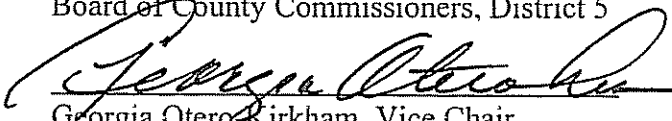
k. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile and/or electronic counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.


[Remainder of page left blank intentionally]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the Secretary of the Department of Finance and Administration, or his designee, as set forth below.

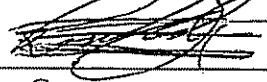
**VALENCIA COUNTY, a political
subdivision of the State of New Mexico**

By:  Date: 9-19-2012
Donald J. Holliday, Chair
Board of County Commissioners, District 5

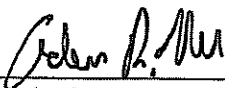
By:  Date: 9-19-2012
Georgia Otero Kirkham, Vice Chair
Board of County Commissioners, District 2

By:  Date: 9-19-2012
Mary J. Andersen
Board of County Commissioners, District 1

By:  Voted no, S.P. Date: 9-19-2012
Lawrence R. Romero
Board of County Commissioners, District 3

By:  Voted no, S.P. Date: 9-19-2012
Ron Gentry
Board of County Commissioners, District 4

APPROVED AS TO LEGAL SUFFICIENCY:

By:  Date: 9-19-12
Valencia County Attorney

BOOK 073 PAGE 779

**CITY OF BELEN, a New Mexico
municipality**

By: Rudy Jaramillo
Rudy Jaramillo, Mayor

Date: 10-1-12

By: Mary T. Aragon
Mary T. Aragon, Mayor Pro Tem

Date: 10-1-12

By: David J. Carter
David J. Carter, City Councilor

Date: 10-1-12

By: Jerah R. Cordova
Jerah R. Cordova, City Councilor

Date: 10-1-12

By: Wayne Gallegos
Wayne Gallegos, City Councilor

Date: 10-1-12

ATTEST:

By: Mary Lucy Baca
Mary Lucy Baca, City Clerk

Date: 10-1-12

APPROVED AS TO LEGAL SUFFICIENCY:

By: [Signature]
Belen City Attorney

Date: 10/03/12

APPROVED:

**NEW MEXICO DEPARTMENT OF FINANCE
AND ADMINISTRATION**

By: _____
Thomas Clifford, Secretary

Date: _____

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The City of Belen's
Healthcare Hub VALENCIA COMMUNITY HOSPITAL

LEGAL DESCRIPTION

The 13.65-acre hospital site is located near Interstate 25 (I-25) in the City of Belen's Healthcare Hub on the northeast side of the Camino Del Llano interchange along Christopher Road.

It has the following legal description:

Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A.

QUALITY COMMITMENT

Stretching 13.65 acres near an accessible interchange and airport, the City of Belen's proposed site is well-suited for a hospital, having a number of attributes that bolsters its ability to be developed quickly and cost effectively. The city has secured local support and commitments that allow for site expansion should expansion be needed.

The Healthcare Hub is an established and proven health commons (Addendum A). The hospital will be an added value benefit to the medical professionals currently working in the Healthcare Hub, where even today, there are plans underway for new medical-related facilities. The site readily incorporates clustered services, a vital component to the success of any medical facility. Industry clustering provides essential established resources, proven by the medical industry, as well as others, to be the key ingredient in sustainability.

The Healthcare Hub offers immediate access to all of the medical-related services available in Belen, including things like pharmacies, medical supplies and hospice, also while providing nearly \$23 million of direct infrastructure investment in recent years, available to support a hospital (Addendum B).

STRATEGIC PLANNING

- *The Healthcare Hub is a health commons.* It provides a diversity of medical and medical-related facilities, including the Belen Meadow Healthcare and Rehabilitation Center, the Presbyterian Urgent Care, as well as residential and educational facilities.
- *Camino del Llano is Belen's most active area of development.* Belen is developing most quickly on its west side, particularly near the Camino del Llano interchange and onto the west mesa. Not only has the city continued to see housing development in neighborhoods like Sunrise Bluffs and Jardin de Belen, the city, along with the New Mexico State Aviation Department and Federal Aviation Administration has invested approximately \$2.3 million in Belen Alexander Municipal Airport, annexing 1,400 acres into city limits, constructing a new pilot's lounge, establishing a fire department substation and completing two phases of a three-phase crosswind runway project with the United States Air Force.

PAGE 1

EXHIBIT A

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1335004.1

BOOK 073

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- *The Camino del Llano area is designated one of Belen's busiest activity centers.* In the City of Belen's Strategic Growth Plan adopted on February 8, 2010, the Mid-Region Council of Governments describes the Camino del Llano corridor as "the primary access from the interstate freeway to the airport and west mesa development, and the most direct entrance into the downtown area."
- *The city has invested more than \$11.1 million in infrastructure in the Healthcare Hub.* In the past four years, the city has spent millions of dollars in the immediate area, including water, sewer, drainage, lighting, pedestrian walkways, newly paved roadways and other accessibility improvements. Projects have included reconstruction and improvements to Christopher Road, which provides front-door access to the hospital from Camino del Llano.
- *Belen Consolidated Schools has medical curriculum and a career academy.* The district has invested \$8.3 million in higher education curriculum and a state-of-the-art facility, known as the Belen High School Career Academy, offering a nursing program that puts Belen's youth on track to graduate college and staff the hospital. Belen's nursing program involves a dual-credit collaboration with the University of New Mexico Valencia Campus. In May 2012, the Valencia Campus will graduate its first class of certified nurses.
- *Belen is a bedroom and retirement community suitable for medical facilities.* The Valencia County Comprehensive Plan (2005), the City of Belen Comprehensive Plan (2003), and the City of Belen Strategic Growth Plan (2010) designates the City of Belen as a bedroom and retirement community, evidenced by housing developments like Sunrise Bluffs, an 80-unit, seven-phase development, and the proposed 48-unit assisted living facility.
- *Belen is Valencia County's most centralized, accessible transportation hub.* The Healthcare Hub offers quick access to the interstate, railway and sky. According to the New Mexico Airport System Update (2009), Belen Alexander Municipal Airport is a gateway airport due to its proximate location to interstate travel, refueling and connecting travel. It also receives overflow from the Albuquerque International Sunport.

SITE READINESS

The hospital site has adequate infrastructure to serve the demands of a hospital.

Wet Utility Infrastructure: The property is serviced by redundant water infrastructure, such as two eight-inch water lines stubbed to the property and fed from the west end of the property along Christopher Road. Christopher Road is fed through an 18-inch water main line on Camino del Llano that is fed by three nearby municipal water wells. An additional eight-inch water line along the east end of the property is fed directly from a municipal water well located 150 feet south of the property, providing proper fire protection and low-cost water loop interconnects to exceed the hospital's demands. An eight-inch sewer line is also stubbed out to the property followed by 10-inch sewer line along Camino del Llano to the 1.2-million gallon per day (MGD) treatment plant that meets all New Mexico Environment Department and United States Environmental Protection Agency (EPA) standards and has the capacity for the hospital while providing for other area development.

PAGE 2

EXHIBIT A

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Dry Utility Infrastructure: High-speed Qwest fiber optics are located curbside at the property and capable of handling the critical, cutting-edge technology, providing advanced information technology (IT) communication capability, in addition to phone lines. Comcast broadband is located within 50 feet of the property. Public Service Company of New Mexico (PNM) provides three-phase power to the property that is adequate to provide for the electrical demands of the hospital. New Mexico Gas Company provides natural gas at the property. Traffic signal infrastructure is installed on the corner of Christopher Road and Camino del Llano that will reduce the cost of installation, if needed for safety due to increased traffic.

The abundance of both wet and dry utility infrastructure will substantially reduce the cost of constructing a hospital on the proposed site. Through its research, the city has found that this site is the most ready and most cost effective.

SITE ACCESSIBILITY

The hospital site is within the established Healthcare Hub, just one block east of I-25 off Exit 191, where it intersects with Camino del Llano.

Camino del Llano, one of Belen's five major arterial roads, is the middle of three I-25 interstate exits in Belen and one of only two major interstate access points to the west side of I-25 in all of Valencia County. The interchange directly serves both Belen's city limits and unincorporated areas of Valencia County.

Camino del Llano provides access to Valencia County's only public airport, located less than three minutes from the hospital site. Valencia County's only joint city/county fire department substation is located less than three minutes away. Within two minutes of the hospital site are two lodging facilities, including Holiday Inn Express.

The centralized corridor linking the west mesa, Main Street and the downtown builds on the potential for regional medical care, specialized support service industry infill (Exhibit B) and helipad development, on-site or at Belen Alexander Municipal Airport. The hospital site is also accessible using the Rio Metro Regional Transit District shuttle service, stopping at several locations along Camino del Llano, as well as at the New Mexico Rail Runner Express, only four minutes away.

According to the City of Belen Strategic Growth Plan (2010), the site is located in the most centralized activity center for Valencia County and the State of New Mexico. Area business and medical facilities are among the busiest in all of Valencia County.

CONCLUSION

Belen's mayor and the Belen City Council look forward to working with the Valencia County Commission to build a hospital that will give Valencia County residents the medical care they need.

PAGE 3

EXHIBIT A

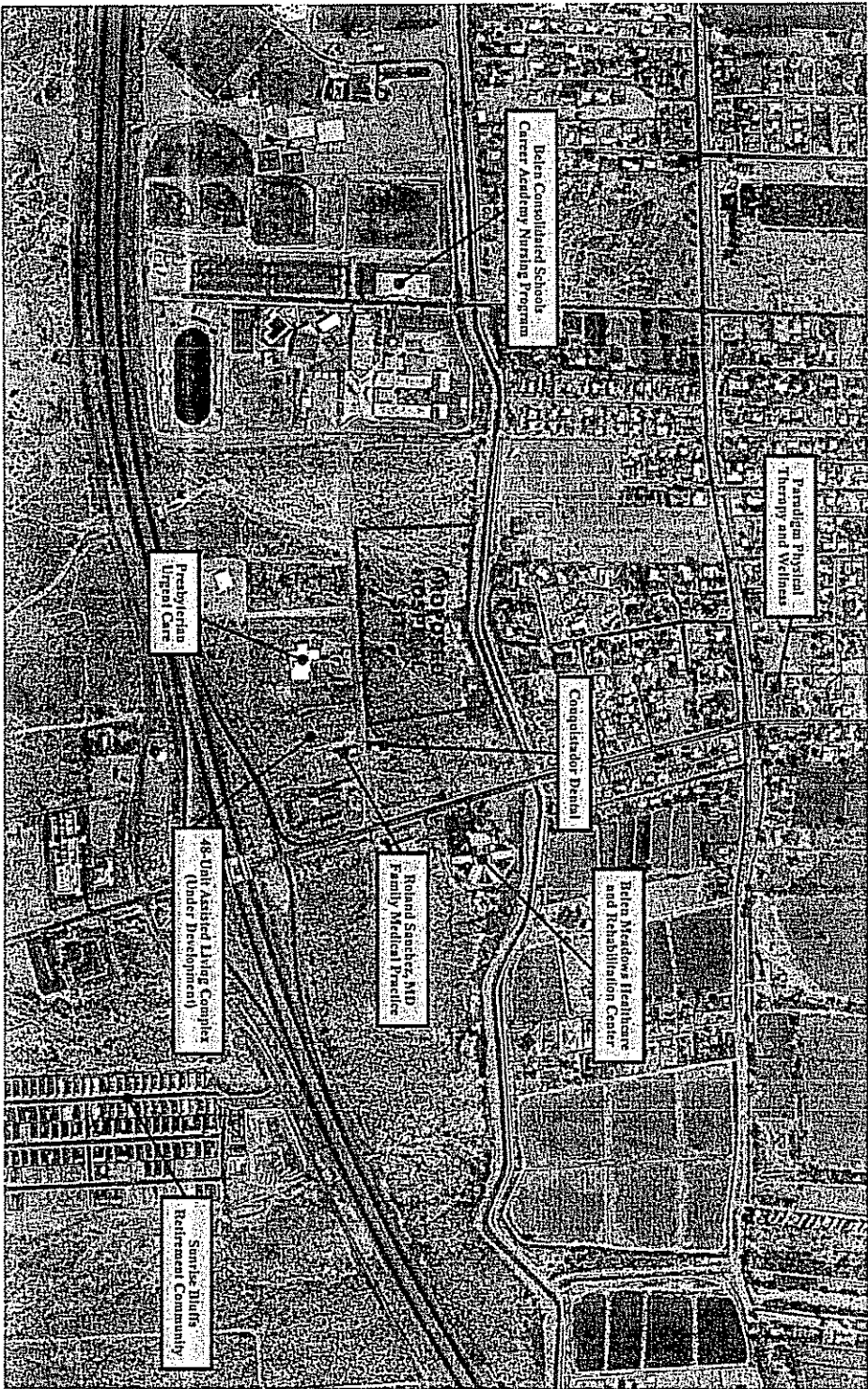
Page 3 of 5

BOOK 073

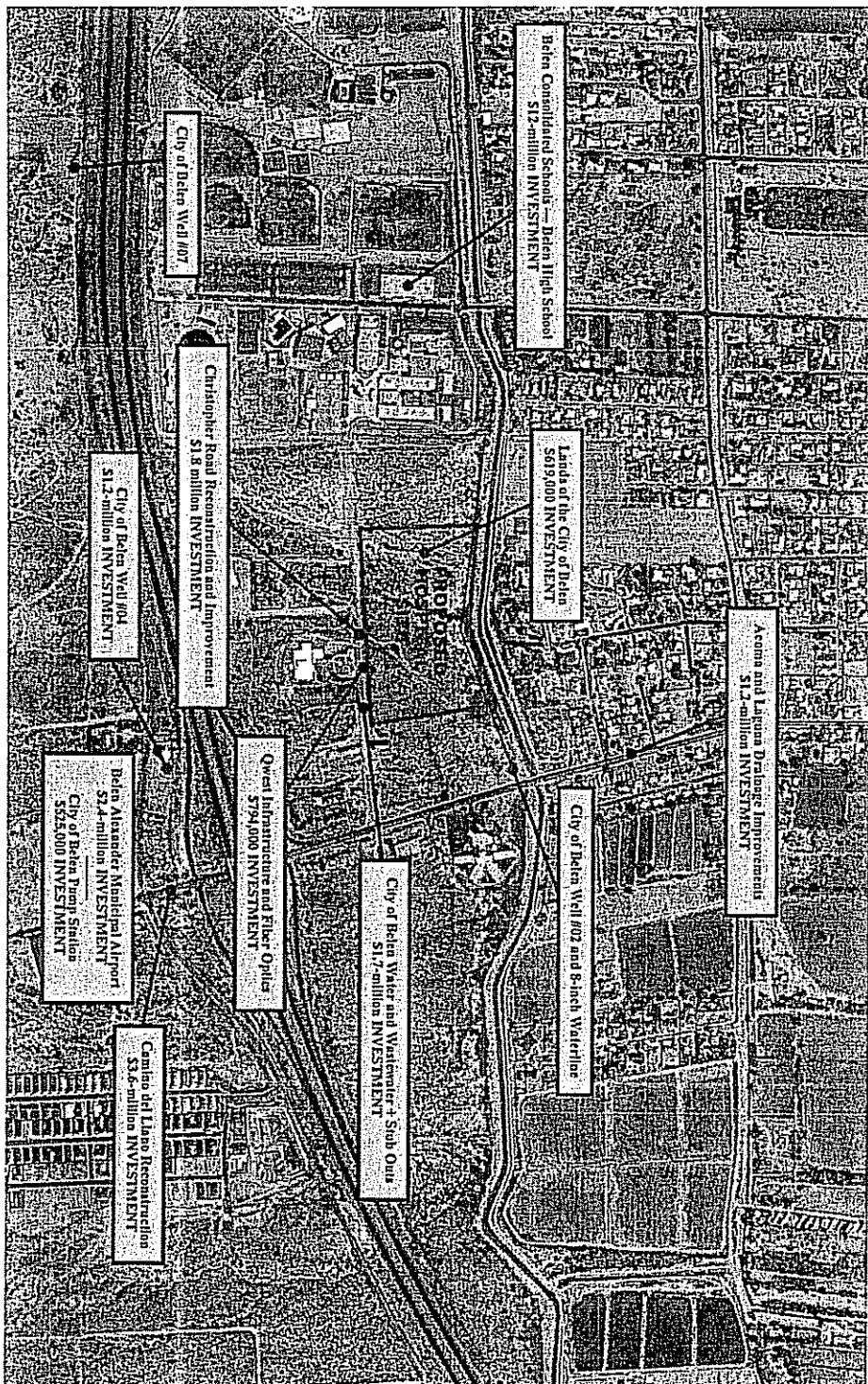
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The City of Belen's
Healthcare Hub

Addendum A



MEDICAL-RELATED FACILITIES TO SUPPORT A HOSPITAL



INFRASTRUCTURE AND INVESTMENT TO SUPPORT A HOSPITAL

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 September 5, 2012 covering vendor bills processed on the above date.
Check # 114943 to 114990 inclusive, for the total of \$48,898.52.

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 Casco

Director of Finance

Done this 19th day of September, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Ron Gentry

Ron Gentry, Commissioner

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Mary J. Andersen

Mary J. Andersen, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT J)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on September 12, 2012 covering vendor bills processed on the above date.
Check # 115025 to 115101 inclusive, for the total of \$459,438.26.

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 Cand

Director of Finance

Done this 19th day of September, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Mary J. Andersen

Mary J. Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT K)

A Budget Adjustment Resolution Reallocating Existing Funds

Resolution No. 2012-29

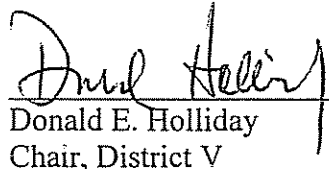
WHEREAS, the Board of County Commissioners of Valencia County, meeting in regular public session September 19, 2012, deems it necessary to reallocate existing funds in the General Fund to meet the County's financial obligations and changing needs; and

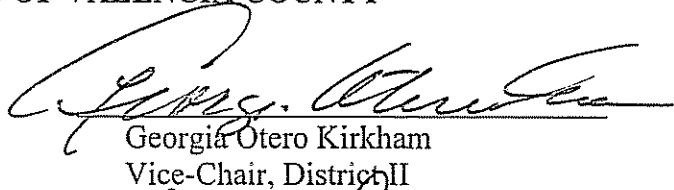
WHEREAS, such an adjustment in expenditures to the Fiscal Year 2013 Budget are additionally necessary to meet the New Mexico Department of Finance and Administration mandates.

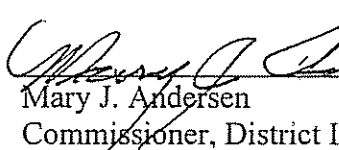
NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners reallocates 5% of current departmental budgets, resulting in a \$1 million budget adjustment, as reflected in the attached revised budget.

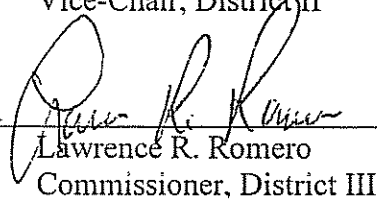
PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2012.

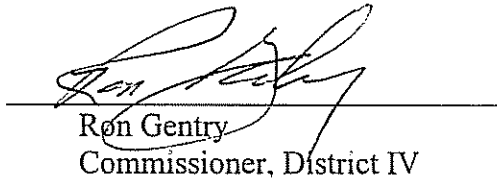
BOARD OF COMMISSIONERS OF VALENCIA COUNTY


Donald E. Holliday
Chair, District V

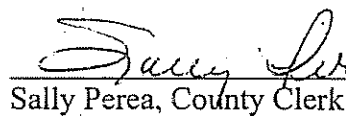

Georgia Otero Kirkham
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea, County Clerk

(EXHIBIT L)