

November 7, 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:

October 17, 2012....Business Meeting

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

PRESENTATION(S)

- 5) Public Works Department update. / Kelly Bouska
- 6) County Manager update. / Bruce Swingle

DISCUSSION (Non-Action) ITEM(S)

None

ACTION ITEM(S)

- 7) Consideration of the Board of County Commission to direct the County Clerk to begin the Canvass of the 2012 Election / Sally Perea
- 8) Consideration of the 2013 VFA Grant award governmental services agreement between State of New Mexico Governmental Energy, Minerals and Natural Resources Department and Valencia County for part-time seasonal employment of Wild-Land Fire coordinator. / Steven Gonzales
- 9) Consideration of Resolution 2012-__ & Proclamation Calling for a Special Election on the question of whether the area of Rio Communities should become an incorporated municipality. / Mark Gwinn

FINANCIAL MATTERS:

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

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

NEXT COMMISSION MEETING:

- ♦ November 21, 2012 @ 9:30 a.m. – Regular Business Meeting
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

NOVEMBER 7, 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 Andersen moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) Approval of Minutes: October 17, 2012 – Business Meeting

Commissioner Otero-Kirkham moved for approval of the October 17, 2012 Business Meeting. Seconded by Chairman Holliday. Motion carried unanimously.

PRESENTATION(S):

5) Public Works Department Update – Kelly Bouska

Valencia County's new Public Works Director Kelly Bouska gave a brief update on the activities of their division. This included many of the challenges their department is facing. On a weekly basis she is setting aside time with each of the departments to assess the issues and priorities within each area which includes fleets, roads, buildings, parks and solid waste and has met with other departments as well to understand Public Works interactions with each of them, what their current levels of service and their levels of satisfaction. Ms. Bouska has found that there are substantial issues that Public Works must focus on in the short term to improve operations within the division. Long term they will develop an overall program to manage, maintain and replace assets in a logical systematic timely manner. Providing options will allow them to take into account various factors such as condition and age of the assets, repairs verses replacement costs and yes budget when making their decisions. Long term this is a challenge they will undertake again with the finance department as they develop these processes and formulate future budgets. For all these challenges there are short term solutions that they are already implementing that will improve their operations and their customer service. Their main goal will continue to be the overall improvements of their operations that will allow the Valencia County Public Works Division to provide better service to their internal customers and the residents of Valencia County.

6) County Manager Update – Bruce Swingle

County Manager Bruce Swingles congratulated County Clerk Sally Perea and the Bureau of Elections on a successful election.

Mr. Swingle also said the county employee morale is good, they want to be productive members of society and take pride in where they work. They have set up an internal audit system or compliant reporting system in which employees have the ability via email to submit issues to the managers attention that they normally wouldn't feel comfortable talking about to someone. At this point they have not received any responses.

Recently financial controls have been put in place to reduce spending, because of the county's budget shortfall problem. To date the county has about \$3.38 million dollars in the General Fund and the tax bills have gone out. The county is in good shape and they are about to release the strategies that have been put in place to reduce spending.

The proposals for the solid waste have all been submitted to the county and a committee has reviewed those proposals and a recommendation will be presented to the commission at the next commission meeting. The procurement agent will have to draft a recommendation report and that will be forthcoming but they are ahead of schedule and it looks like they will definitely have something in place for 2012.

The auditors are on an ambitious schedule of completing the audit and getting a report to the State Auditors Office by November 15th.

DISCUSSION (Non-Action) ITEM(S)

Commissioner Andersen gave an update on the Association of Counties Legislative issues. The Assessors, Clerks, Treasurers and Commissioners Affiliate each have a resolution that they will present. They would like for each county board of commissioners to adopt a resolution in support of their priorities or for whatever priorities the commission chooses to support and would present it at the next meeting. There was also a lengthy presentation on issues and reforming capital outlay from Mr. Thomas Clifford, the Secretary of Department of Finance Administration,

ACTION ITEM(S)

7) Consideration of the Board of County Commission to Direct the County Clerk to Begin the Canvass of the 2012 election – Sally Perea

County Clerk Sally Perea stated Bureau of Elections will have to start the canvass which needs to be done within three days after the election and the final will have to be completed within ten days after that. Ms. Perea requested direction from the Board of County Commissioners.

Commissioner Otero-Kirham motioned to direct County Clerk Sally Perea to start the 2012 General Election canvass. Seconded by Commissioner Gentry. Motion carried unanimously.

8) Consideration of the 2013 VFA Grant Award Governmental Services Agreement between State of New Mexico Governmental Energy, Minerals and Natural Resources Department and Valencia County for Part-Time Seasonal Employment of Wild-Land Fire Coordinator – Steven Gonzales.

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

9) Consideration of Resolution 2012-33 & Proclamation Calling for a Special Election on the Question of Whether the Area of Rio Communities Should Become an Incorporated Municipality- Mark Gwinn.

Commissioner Gentry moved for approval of the resolution and the request, understanding that they have met all the requirements involved and Rio Communities does have the money to pay for it and will pay for it. Seconded by Commissioner Romero. Motion carried unanimously. County Clerk Sally Perea announced Resolution 2012-33.

(See Exhibits B & C)

FINANCIAL MATTERS:

10) Approval of Payroll/Warrants – Nick Telles

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

PUBLIC COMMENT:

Those members of the public making comments at today's Business Meeting were Valencia County residents Daniel Marez, Bob Gostischa, Elizabeth DeCesare, Tom Mraz, Guy DeCesare and Sue Moran.

EXECUTIVE SESSION

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

None.

NEXT COMMISSION MEETING

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on November 14, 2012 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

Minutes of November 7, 2012 Regular Business Meeting

11) Adjournment

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 10:27 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, November 7, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS


DONALD E. HOLLIDAY, CHAIRMAN

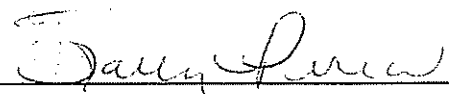

GEORGIA OTERO-KIRKHAM, VICE-CHAIR


LAWRENCE R. ROMERO, MEMBER


RON GENTRY, MEMBER


MARY J. ANDERSEN, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK

11-26-2012
DATE

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
VALENCIA COUNTY**

THIS AGREEMENT is made and entered into by and between the State of New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and Valencia County (County).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Contractor shall:

Hire a Wildland Fire Coordinator (Coordinator) who shall coordinate fire management activities in Valencia County with federal, state, and local government agencies having responsibility for wildland fire management, including the Valencia inter-agency dispatch center. Tasks to be performed by the Coordinator under this Agreement shall be as follows

A. Participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk areas identified in Valencia County with EMNRD and other federal, state, and local government agencies and the public.

B. Participate in the New Mexico Resource Mobilization Plan (Plan) Coordinating Groups' annual meeting. Implement Plan to support wildland fires in New Mexico.

C. Assess and document county-wide wildland fire and Incident Command System (ICS) training needs and coordinate wildland fire and ICS training courses for County fire fighters, as they become available with EMNRD. Work with County fire departments to ensure fire fighters are aware of wildland fire classes county-wide. Work with the Valencia County Fire Chiefs Association (Association), or similar organization, to determine basic, intermediate, and advanced wildland fire fighter training courses to be provided to the Associations and other cooperating agencies.

D. Implement the National Wildland qualifications system for County fire fighters. Develop individual qualifications files, to be retained by the County (including information on courses completed, whether the fire fighter meets fitness requirements, etc.) for fire fighters who are wildland qualified to track training, experience, fitness, and qualifications.

E. Apply for grants that provide funding for fire departments to increase their capability to address wildland/urban interface issues. Documents grant opportunities and applications.

(EXHIBIT A)

F. Develop and implement county-wide standards for wildland and structural fire fighter training in order to make fire fighters aware of safety issues and improve their performance.

G. Develop and implement a plan for recruiting and retaining volunteer fire fighters.

H. Develop and implement a Fire Prevention Plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas.

I. Conduct inspections of federal excess property and provide written inspection reports to EMNRD, Forestry Division quarterly.

J. Work with Class 9 and 10 fire departments as defined by the State Fire Marshal's Office to increase ISO rating.

K. Offer basic, advanced, and RT-130 refresher wildland fire trainings.

L. Provide written progress reports to EMNRD on a quarterly basis, with each request for reimbursement to include:

1) a list of volunteer fire departments worked with during that quarter signed by the Chief or Deputy Chief of each department and copies of all plans developed;

2) a list of wildland fire courses and total number of students scheduled, completed and maintained in IQS that quarter;

3) names and contact information of homeowners visited and assisted during assessment and implementation of wildland urban interface projects; and

4) copies of grant applications submitted.

2. Compensation:

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifteen thousand dollars (\$15,000.00), including New Mexico gross receipts taxes, if any, and any travel necessary, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Salary and benefits for Wildland Fire Coordinator for a minimum of 20 hours of work performed in a two-week pay period for this Agreement's term to accomplish Tasks A-L in the Scope of Work.	\$20.25/hour, not to exceed \$15,000.00
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This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein or the amounts state per task. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

All payments shall be computed at the matching rate of 90 percent federal and 10 percent non-federal. County shall provide evidence of matching funds satisfactory to EMNRD with each request for reimbursement. Local matching funds and in-kind match at \$20.25 per hour shall be no less than one thousand nine hundred eighty nine dollars (\$1,989.00) through the life of the Agreement.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received

and accepted, EMNRD shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Auditing Procedures:

A. Equipment – Equipment County acquires under this Agreement shall be subject to audit by EMNRD pursuant to Office of Management and Budget Circular A-133. Title to the equipment vests in the County. The County shall manage, use, and dispose of the equipment in accordance with 7 C.F.R. 3016.32 (Attachment A).

B. Supplies – Supplies the County acquires under this Agreement that are worth more than one hundred dollars (\$100.00) shall be subject to EMNRD's audit pursuant to Office of Management and Budget Circular A-133. Title to the supplies vests in the County.

4. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on December 31, 2013, unless earlier terminated pursuant to Section 5, Termination, or Section 6, Appropriations, below.

5. Termination:

A. Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. Except as otherwise allowed or provided under this Agreement, EMNRD'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. The Contractor shall submit an invoice for such work within 30 days of receiving the notice of termination. By such termination, neither party may nullify obligations or duties accrued prior to the termination date.

B. Immediately upon receipt by either EMNRD 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 EMNRD's written approval;

2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and

3) take such action as EMNRD directs for the protection, preservation, retention, or transfer of all property titled to EMNRD and records generated under this Agreement.

C. Any non-expendable personal property or equipment provided to or

purchased by the Contractor with Agreement funds shall become EMNRD's property upon termination and Contractor shall submit such property or equipment to EMNRD as soon as practicable.

D. If EMNRD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within 30 days of receipt of the proposed amendment.

6. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the U.S. Department of Agriculture (USDA) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

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

8. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

9. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods used to select each subcontractor.

B. Any subcontract shall include provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

10. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

11. Acknowledgment: Contractor shall acknowledge EMNRD and USDA as co-sponsors and funding sources in all news releases, programs, proceedings and related publicity/publications for the Project.

12. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

13. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees or former state employees, have been followed.

14. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

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

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

17. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Compliance with Law and Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

20. Insurance Coverage: By signing this Agreement, Contractor certifies that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

21. Records and Audit:

A. Contractor's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government requirements, in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. Contractor shall maintain these records until December 31, 2015. Contractor shall make such records available to EMNRD within 30 days upon EMNRD's request. The records shall be subject to inspection by EMNRD, DFA, State Auditor and USDA. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors.

EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by the federal funding agency or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Contractor receives \$500,000 or more in federal funding from all sources in the aggregate in a fiscal year, Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, 2 C.F.R. Part 225 and OMB Circular and A-133, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractor shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

22. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

23. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as EMNRD directs. All property acquired by the Contractor or procured under this Agreement shall be used and disposed of in accordance with USDA's regulations governing disposal of property.

24. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

25. 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.

26. 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 performance 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 waiver of a specified right by a party shall be effective to waive any other rights.

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

28. Notice:

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

To EMNRD:
Bernalillo District Forester
EMNRD - Forestry Division
5105 Santa Fe Hills Blvd. NE
Rio Rancho, NM 87144

Assistant General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Contractor:
Steven Gonzales, Chief
Valencia County Emergency Services
PO Box 1119
Los Lunas, NM 87031

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

VALENCIA COUNTY

By: Don Holliday Date: 11-7-2012
Authorized Representative Signature

Don Holliday – County Commission Chairperson
Contractor's Printed Name and Title

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
SPECIAL ELECTION RESOLUTION
RESOLUTION № 2012-33

BE IT RESOLVED BY THE GOVERNING BODY of the County of Valencia, State of New Mexico, that;

A. Various individuals have petitioned the County of Valencia to place on the ballot the question of incorporating Rio Communities;

B. The Belen City Council, on October 1 2012, approved, by resolution, the proposed incorporation of the City of Rio Communities;

C. A map and a census have been presented to the Valencia County Commission relating to the question of incorporating Rio Communities;

D. The Valencia County Commission has determined that all conditions for incorporation of the territory as a municipality have been met;

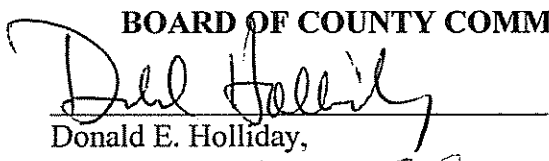
E. Now, therefore, the Valencia County Commission calls for an election

F. An explicit description of the proposed territory to be incorporated as well as a map of the proposed area will be placed in the Valencia County Clerk's office.

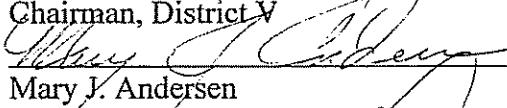
G. Those portions of Precincts 29, 30, 32, and 34 which fall within the boundaries of the proposed City of Rio Communities will be consolidated into one or more precincts for this special election.

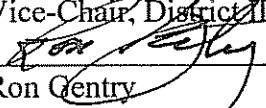
H. The casting of votes by qualified electors shall be recorded on electronic voting machines provided by the county.

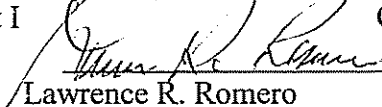
APPROVED, ADOPTED, AND PASSED on this 7 day of November 2012.
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA


Donald E. Holliday,
Chairman, District V


Georgia Otero-Kirkham,
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Ron Gentry
Commissioner, District IV


Lawrence R. Romero
Commissioner, District III

Attest:

Sally Perea, County Clerk

(EXHIBIT B)

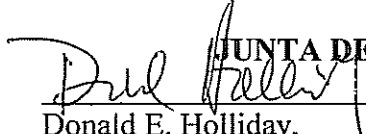
Resolucion de la Eleccion Especial
County of Valencia
Resolucion No. 2012- 33


SEA RESUELTO POR LA MESA DIRECTIVA del Condado de Valencia Estado De Nuevo Mexico, Que;

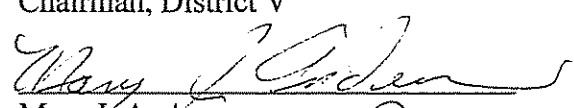
- A. Various individuos un solicitaron que el Condado de Valencia ponga en el boleto la pregunta de incorporar Rio Communities en una ciudad;
- B. El Concillo de la ciudad de Belen, en el 1 de octubre 2012, aprobo por resolucion la incorporacion de la ciudad de Rio Communities como fue proposeto;
- C. Una mapa, y el censo asido presentados a la mesa directiva del Condado de Valencia como resultados de la pregunta de incorporar Rio Communities;
- D. La mesa directiva del Condado de Valencia a determinado que todas las condicions para incorporar el territorio como una municipallidad ansido apropiadas;
- E. Ahora la mesa directiva del Condado de Valencia llama que se lleve a cavo una eleccion;
- F. Una descripción y mapa explicitamente del territorio propuesto para ser incorporado, estara en autos en la oficina del la Escribana del Condado;
- G. Las porcions de los recintos 29, 30, 32, Y 34 que estan entre los limites de la ciudad de Rio communities que an sido propuestos, seran consolidados en un recinto solo para esta eleccion especial;
- H. El lanzamiento de votos de electores calificados seran registrados en una maquina de votacions electronica.

ADOPTADA Y APROBADA ESTA DIA 7 DE Noviembre 2012

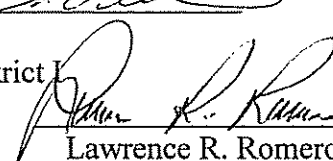
JUNTA DE COMISIONADOS DEL CONDADO DE VALENCIA


Donald E. Holliday,
Chairman, District V

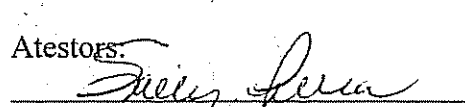

Georgia Otero-Kirkham,
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Ron Gentry
Commissioner, District IV


Lawrence R. Romero
Commissioner, District III

Atestors.


Sally Perea, County Clerk

PROCLAMATION
BY
SALLY PEREA
VALENCIA COUNTY CLERK
PO BOX 969
LOS LUNAS, NM 87031

Pursuant to the election laws of the State of New Mexico as amended, I, Sally Perea, Clerk of the County of Valencia, by virtue of the authority vested in me, do hereby issue the following proclamation:

On the 17th day of November, 2012, the Board of County Commissioners of Valencia County adopted and approved resolution number 2012-33 calling for a Special Election on the Incorporation of Rio Communities to be held and carried out pursuant to Section 3-2-6, NMSA, 1978. The election will be held exclusively in the area that is to be incorporated on Tuesday, the 8th day of January, 2013 between the hours of 7:00 a.m. to 7:00 p.m.

The Special Election shall be for the purpose of considering the following question:

“Shall the territory described as (...The bounders of the Rio Communities foot print. Northern bounders of the community will be Sherrod Blvd. connecting to the eastern bounders of the community Old Military RD, running south to Navajo Loop RD into Rio Grande Stables RD which will be the southern bounders, connecting to the Rio Grande river which will run north to all-sups and connecting to highway 47 to Sherrod Blvd which will be the western bounders...) to the point of beginning located in Valencia County, New Mexico and be known as the City of Rio Communities become an incorporated municipality?”

For incorporation ☐
Against incorporation ☐

A description of the proposed territory and map is on file in the office of the county clerk and is available for inspection upon request.

The precincts for this election will be consolidated into one precinct as follows:

CONSOLIDATED PRECINCT	GENERAL ELECTION PRECINCTS	POLLING PLACE
1RC	Precincts 29,30,32 & 34	First Presbyterian Church
AV	Valencia County Courthouse	Valencia County Courthouse

Any registered voter who is a resident of the territory proposed to be incorporated may vote on the question of incorporating the territory as a municipality.

The precinct board members for this election shall be:

Consolidated Precinct 1RC Presiding Judge: Rebecca Martinez
(EXHIBIT C)

Election Judge: Virginia Burr
Election Judge: Allen Clinton Brooks
Election Clerk: Linda Apodaca
Election Clerk: Ruth Heron

Absentee Board

Presiding Judge: Luz Chavez
Election Judge: Ronald Ridley
Election Judge: Adrian Perea
Election Clerk: Annabelle Trujillo
Election Clerk: Mary Lee Serna

Voter Registration will close for precincts and for this election at 5:00 PM on 11th day of December, 2012 and re-open on the Monday following the election.

Absentee and in-person voting will be available through the office of the County Clerk as per Section 1-6-1, et seq. NMSA, 1978, beginning on the 11st day of December, 2012 during regular business hours. Absentee and in-person voting will conclude at 5:00 PM on Friday, January 4th, 2013.

ss/

Sally Perea

Valencia County Clerk

**PROCLAMACION
POR
SALLY PEREA
ESCRIBANA del CONDADO de VALENCIA
PO BOX 969
LOS LUNAS, NM 87031,**

Consiguiente a las leyes de elecciones del Estado de Nuevo México, como a sido emendad, yo, Tina Gallegos, Escribana del Condado de Valencia, en virtud de la autoridad vestida en mí, emito por lo presente la siguiente proclamación:

El dia ____ de _____, 2012 la Junta de Comisionados del Condado de Valencia adoptó y acepto el número de la resolución 2001-13, llamando una Elección Especial en la Incorporación de Río Communities que se sera sostenido y llevado a cabo consiguiente a Sección 3-2-6, NMSA, 1978. La elección se sostendrá exclusivamente en la área que será incorporada el martes, el dia 3 de julio, 2001 entre las horas de las 7:00 de la mañana asta las 7:00 de la noche

La Elección Especial será para el propósito de considerar la siguiente pregunta:

¿Debe el territorio descrito como empezado (...El bounders de la letra de pie de Comunidades de Río. Bounders del norte de la comunidad será Sherrod Blvd que se une con bounders del Este de la comunidad Old Military RD, corriendo(funcionando) al sur a Loop RD navaja en Río Grande Stables RD que será bounders del sur, uniéndose con el Río Magnífico río que correrá(funcionará) al norte a todo-sorbos y uniéndose con la carretera 47 a Sherrod Blvd que será bounders occidental. ...)en el Condado de Valencia, Nuevo México y ser conocida como la Ciudad de Río Communities y se convertira en una municipalidad" incorporada?

Por la incorporación. ☐
Contra la incorporatióon ☐

Una descripción y mapa del territorio propuesto esta en autos en la Oficina del la Escribana del Condado y está disponible para la inspección en la demanda.

Los recintos para esta elección serán consolidados en un recinto como sigue:

RECINTOS CONSOLIDADOS	RECINTOS DE LA ELECCIÓN GENERAL	LUGARES DE VOTACION
1RC	Precincts 29, 30, 32 & 34	First Presbyterian Church
AV1	Valencia County Courthouse	Valencia County Courthouse

Cualquier votante registrado que es un residente del territorio propuesto para ser incorporado puede votar en consideracion de la pregunta de incorporar el territorio como una municipalidad.

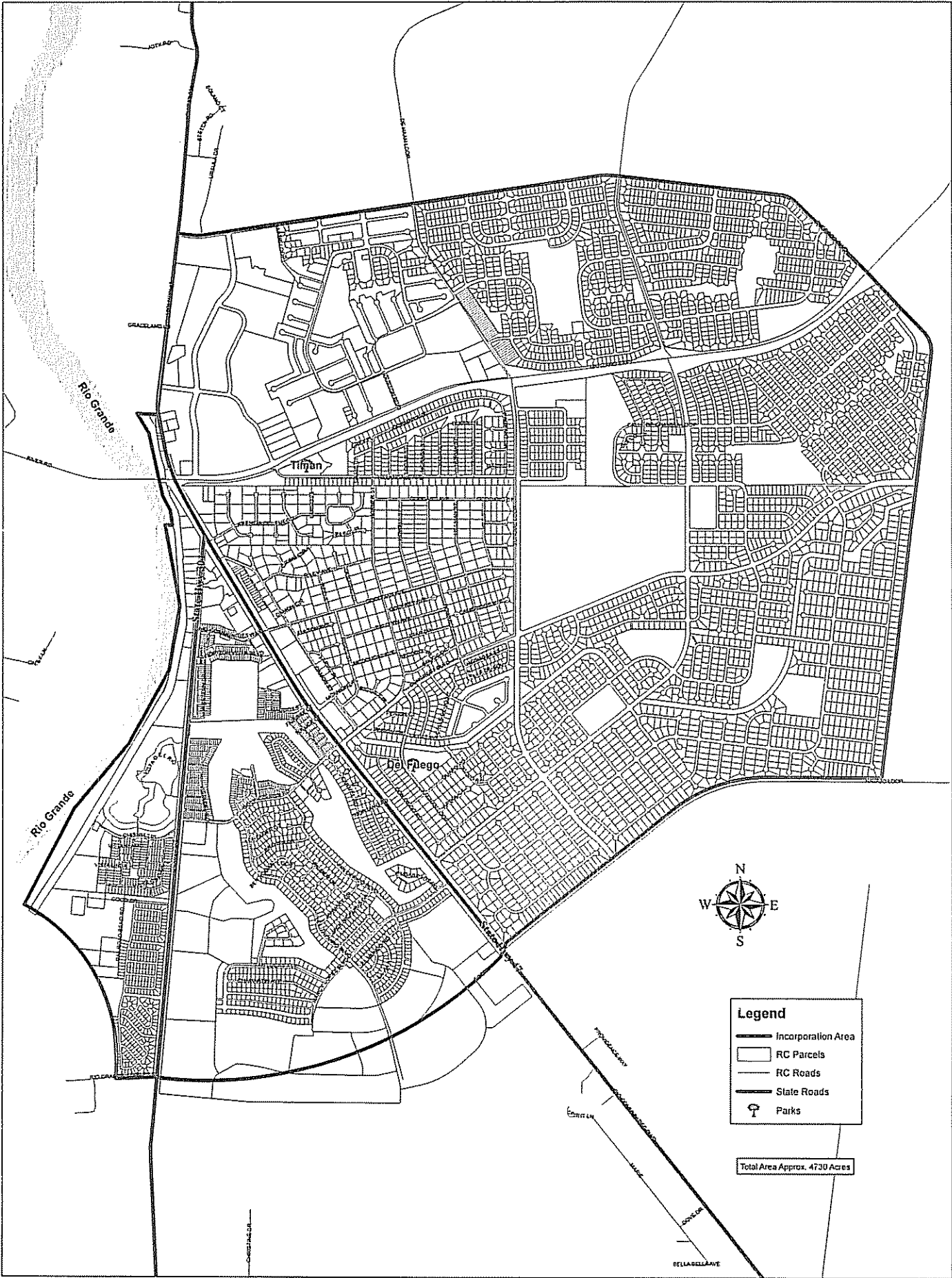
Los miembros del consejo del recinto para esta eleccion serán:

El Recinto 1RC consolidado	El Juez presidente:	Rebecca Martinez
	Juez de la eleccion:	Virginia Burr
	Juez de la eleccion:	Allen Clinton Brooks
	Escribana de la eleccion:	Linda Apodaca
	Escribana de la eleccion:	Ruth Heron
El consejo deLa eleccion ausente	El Juez presidente:	Luz Chavez
	Juez de la eleccion:	Ronald Ridley
	Juez de la eleccion:	Adrian Perea
	Escribana de la eleccion:	Annabelle Trujillo
	Escribana de la eleccion:	Mary Lee Serna

La Registración del votante sera cerrará para los recintos y para esta eleccion a 5:00 de la tarde, el dia 11 de decembre, 2012 y se abrira el lunes que sigue despues de la eleccion.

El voleto para voter ausente y en-persona estarán disponibles a través de la oficina de la Escribana del Condado según Sección 1-6-1, el seq del et. NMSA, 1978, empezando en el dia 11 de December, 2012 durante las horas de comercio regulares (que son de las 8:00 de la manana asta las 4:30 de la tarde). La hora para los votantes de ausente y en-persona concluirán a 5:00 de la tarde el viernes, el dia 4 de January del 2013.

ss/
SALLY PEREA
Escribana de Condado de Valencia



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

The attached computer printout lists all the checks issued by the Manager's Office on October 31, 2012 covering vendor bills processed on the above date.
Check # 115535 to 115589 inclusive, for the total of \$321,611.17.

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:



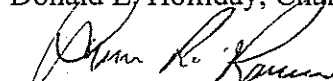
Nick Telles-Finance Director

Done this 7th day of November, 2012.


VALENCIA COUNTY BOARD OF COMMISSIONERS



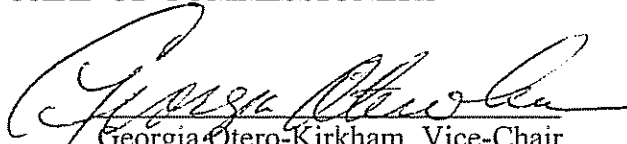
Donald E. Holliday, Chair



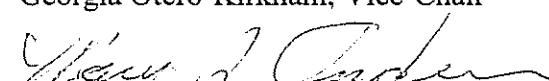
Lawrence R. Romero, Commissioner



Ron Gentry, Commissioner

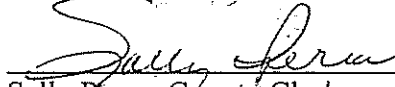


Georgia Otero-Kirkham, Vice-Chair



Mary J. Andersen, Commissioner

ATTEST:



Sally Perea, County Clerk

(EXHIBIT D)

**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 October 17, 2012 covering vendor bills processed on the above date.
Check # 115383 to 115446 inclusive, for the total of \$84,307.16.

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.

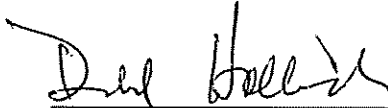
Recommended:



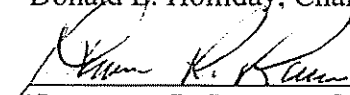
Nick Telles-Finance Director

Done this 7th day of November, 2012.

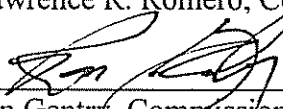
VALENCIA COUNTY BOARD OF COMMISSIONERS



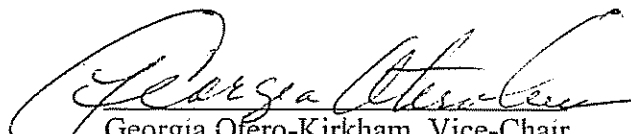
Donald E. Holliday, Chair



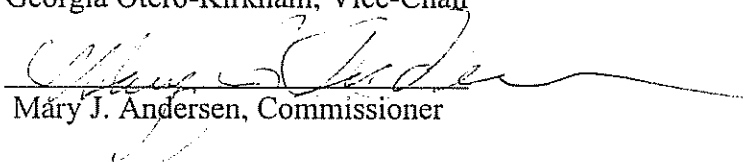
Lawrence R. Romero, Commissioner



Ron Gentry, Commissioner



Georgia Otero-Kirkham, Vice-Chair



Mary J. Andersen, Commissioner

ATTEST:



Sally Perea, County Clerk

(EXHIBIT E)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

Sally Perea

The attached computer printout lists all checks issued by the Managers Office on October 17, 2012 covering payroll process on the above date.

Direct Deposit Check# through Direct Deposit Check # inclusive.

Deduction Check # 115379 through Deduction Check # 115382 inclusive.

Payroll Check # through Payroll Check inclusive.

Listing total \$ 96.84

All have been reviewed for:

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

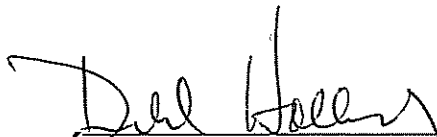
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular County Commission meeting before which body this matter came.

Recommended:

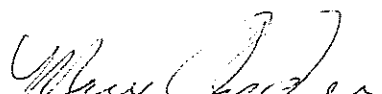

Nick Telles, Finance Director


Done this 7th day of November, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair

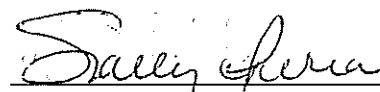

Georgia Otero-Kirkham, Vice Chair


Mary Andersen, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT F)

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 October 24, 2012 covering vendor bills processed on the above date.
Check # 115480 to 115533 inclusive, for the total of \$201,026.31.

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:

Nick Telles

Nick Telles-Finance Director

Done this 7th day of November, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Ron Gentry

Ron Gentry, Commissioner

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Mary J. Andersen

Mary J. Andersen, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT G)

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

The attached computer printout lists all checks issued by the Managers Office on November 2, 2012 covering payroll process on the above date.

Direct Deposit Check# 27598 through Direct Deposit Check # 27796 inclusive.

Deduction Check # 115591 through Deduction Check # 115628 inclusive.

Payroll Check # 93496 through Payroll Check # 93577 inclusive.

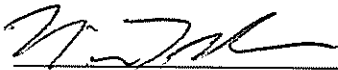
Listing total \$ 402,355.72

All have been reviewed for:

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

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

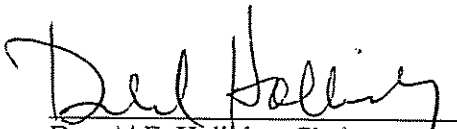



Recommended:



Nick Telles, Finance Director

Done this 7th day of November, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair
Georgia Otero-Kirkham, Vice Chair
Mary Andersen, Commissioner
Ron Gentry, Commissioner
Lawrence Romero, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT H)