Gerard Saiz, Chair, District I • Jhonathan Aragon, Vice-Chair, District V • Troy Richardson, District II • David A. Hyder, District III • Joseph Bizzell, District IV Danny Monette, County Manager

Board of



**County Commissioners** 

November 17, 2021
Agenda
5:00 P.M.

sog

Public Hearing/Business Meeting
Valencia County Commission Chambers
444 Luna Ave.
Los Lunas, NM 87031

Please Silence all Electronic Devices

Masks required in all County Buildings

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

(November 3, 2021 Business Meeting)

Sponsorship does not indicate endorsement of a given topic

#### **PUBLIC COMMENT**

Public comment is limited to 3 minutes per person. Please use the signup sheet outside the Chamber door.

#### **DISCUSSION** (non-action item(s)

- 5) Commissioners, Committees and Reports
  - Recommendations for Protest Board. County Assessor, Beverly Dominguez Romero

#### PUBLIC HEARING ITEM(S)

\*Swearing in of Public Hearing Participants\*

6) Zone Change 2021-066 from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1 J for a lot split The property located at Subdivision: Land of Bessie Sanchez, Tract A1 C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232. Presenter: *Kathleen Stevenson, County Planner, Gabe Luna* 

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 Administration Building, 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 if a summary or other type of accessible format is needed.

#### ACTION ITEM(S)

- 7) Approval of Recognition and Recording of Accounts Payable and Payroll Disbursements. Presenter: *Finance Director Loretta Trujillo*; Sponsor: *County Manager for Regular County Business*
- 8) Approval of Resolution 2021-\_\_\_: State BARS. Presenter: *Finance Director Loretta Trujillo*; Sponsor: *County Manager for Regular County Business*
- 9) Approval of Resolution 2021-\_\_\_: DWI Program Application and Compliance Program Operation. Presenter: *Village of Los Lunas DWI Coordinator Ginny Adame*; Sponsor: *Chairman, Gerard Saiz*
- **10)** Approval of Resolution 2021-\_\_\_: Supporting the New Mexico Counties 2022 Legislative Priorities. Presenter: *Vice-Chairman, Jhonathan Aragon*; Sponsor: *Vice-Chairman, Jhonathan Aragon*
- 11) Consideration to Review and Execute the 2021 Capital Appropriation Project Grant Agreement Number A20E5294 (Belen Senior Center) Presenter: *Grants and Projects Manager, Jeremias Silva*; Sponsor: *County Manager for Regular County Business*
- 12) Consideration to Review and Execute the 2021 Capital Appropriation Project Grant Agreement Number A20E5295 (Del Rio Senior Center). Presenter: *Grants and Projects Manager, Jeremias Silva*; Sponsor: *County Manager for Regular County Business*
- 13) Authorization to Allow Manager Monette the Authority to Accept the 2021 Grant Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG). Presenter: *Grants and Projects Manager, Jeremias Silva*; Sponsor: *County Manager for Regular County Business*
- 14) Consideration to Approve the Department of Finance & Administration Appropriation #21-F2927 to further support the Valencia County Abatement Program. Presenter: *Grants and Projects Manager, Jeremias Silva*; Sponsor: *Chairman, Gerard Saiz*

#### Board Convenes as Indigent Board

15) Approval of Indigent Report. Presenter: *Human Resources Specialist, Maria Garcia*; Sponsor: *County Manager for Regular County Business* 

Board Reconvenes as Board of County Commissioners

Gerard Saiz, Chair, District I • Jhonathan Aragon, Vice-Chair, District V • Troy Richardson, District II • David A. Hyder, District III • Joseph Bizzell, District IV Danny Monette, County Manager

#### **EXECUTIVE SESSION**

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. Administrative Adjudicatory Proceedings 10-15-1 (H) (3)
  - i. Zone Change 2021-066, 9 James Sanchez Ln. Belen, NM.
- Motion and roll call vote to go into Executive Session for the stated reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978

#### **ACTION ITEM(S) CONT.**

16) Approval or Disapproval of Zone Change 2021-066 from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1 J for a lot split The property located at Subdivision: Land of Bessie Sanchez, Tract A1 C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232. Presenter: *County Planner, Gabe Luna*; Sponsor: *County Manager for Regular County Business* 

#### **NEXT COMMISSION MEETINGS**

December 1, 2021 – Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

December 15 – Public Hearing/Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

#### **ADJOURN**

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

#### **BUSINESS MEETING**

#### **NOVEMBER 3, 2021**

Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

PRESENT	ABSENT
Gerard Saiz, Chairman	
Jhonathan Aragon, Vice-Chair	
David A. Hyder, Member	
Troy Richardson, Member	
Joseph Bizzell, Member	
Danny Monette, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Mike Milam, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Saiz at 5:00 P.M.
- 2) Mr. Silva led the Pledge of Allegiance.
- 3) Approval of Agenda

Chairman Saiz stated that it was recommended that on item #10 separate action be taken on Flores Bonita/Enebro and the remaining three roads be addressed separately.

Commissioner Bizzell moved for approval of the agenda as amended. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

4) Approval of Minutes: October 20, 2021- Public Hearing/Business Meeting Commissioner Aragon moved for approval. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

#### **PUBLIC COMMENT**

None

#### **DISCUSSION (NON-ACTION) ITEM(S):**

5) Commissioners, Committees and Reports.

Chairman Saiz announced that the commission meetings will continue to be streamed via Facebook live.

#### Employee of the Month. Presenter: HR Director, Orlando Montoya

Mr. Montoya announced that the November employee of the month is Sheryl Salas-Vega from the County Clerk's Office, Ms. Salas-Vega has been with the county for 27 years, she is an excellent worker and very deserving of the award. Chief Deputy Clerk Celia Dittmaier and BOE Administrator Candace Teague stated that Ms. Salas-Vega is very knowledgeable and is the go to person for the office, the customers know her as well. County Clerk Milam stated that he has gotten to know Ms. Salas-Vega over the years in dealing with the clerk's office and she is helpful and reliable, people speak very highly of her

### 1st Quarter Financial Report to the Department of Finance and Administration. *Finance Director, Loretta Trujillo*

Ms. Trujillo stated that she has provided the commission with an updated copy of the financial report which reflects the correct investments data, DFA was notified and it has been corrected. She stated that the county is in good financial status but it's always best to be diligent and watch the spending. (See Exhibit A)

Mr. Monette reported that County Employee Appreciation day will be held tomorrow so county offices will close at 11:00am. November 5th at 10:00 AM there will be a bridge dedication taking place for the Los Lunas bridge. He will be gone from this Friday afternoon through Tuesday. The VALEO meeting will be held on November 16th from 6:00-7:00PM at the Los Lunas transportation center. Interviews for the fire chief will be held on November 18th Commissioner Hyder and Chairman Siaz will be on the interview committee.

Commissioner Aragon reported that at last month's NMC Board of Directors meeting there were several legislative initiatives that were discussed and approved. NMC will also hold a joint meeting with the NM Municipal League to discuss the initiatives. Commissioner Aragon stated that Senator Baca had notified him that there will be a deadline of January 13<sup>th</sup> for any projects that the county wants to discuss with him. Ms. Benavidez asked if there will be a meeting held with all legislatures and representatives. Mr. Monette replied yes.

Commissioner Hyder asked when the meeting to canvassing the election will be held. There was a consensus to hold the meeting on November 12<sup>th</sup> at 12:00PM.

#### **ACTION ITEM(S):**

6) Approval of Recognition and Recording of Accounts Payable and Payroll Disbursements. Presenter: *Finance Director Loretta Trujillo*; Sponsor: *County Manager for Regular County Business* 

Ms. Trujillo presented and asked for approval of accounts payable dated October 8<sup>th</sup> – October 21<sup>st</sup> and payroll dated October 8<sup>th</sup>.

Commissioner Bizzell moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit B, C)

7) Approval of Resolution 2021-\_\_\_: State BARS. Presenter: Finance Director Loretta Trujillo; Sponsor: County Manager for Regular County Business

Ms. Trujillo presented a state budget adjustment and asked for approval. This budget adjustment requires commission approval as well as approval from DFA.

Commissioner Aragon moved for approval. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

County Clerk Milam announced Resolution 2021-63. (See Exhibit D)

8) Approval of Resolution 2021-\_\_\_: Local BARS. Presenter: Finance Director Loretta Trujillo; Sponsor: County Manager for Regular County Business

Ms. Trujillo presented and asked for approval of the local budget adjustment, this budget adjustment just needs commission approval.

Commissioner Aragon moved for approval. Seconded by Commissioner Hyder. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

County Clerk Milam announced Resolution 2021-64. (See Exhibit E)

9) Approval of Resolution 2021-\_\_\_: Amending and Revising Resolution 2021-62 Distributing Coronavirus State & Local American Rescue Plan Recovery Funds to Pay for Premium Pay for Essential Workers. Presenter: *Grants Manager, Jeremias Silva*; Sponsor: *County Manager for Regular County Business* 

Mr. Silva stated that resolution 2021-62 has an incorrect mandatory date of November 26<sup>th</sup> as to when employees would be eligible to receive the non-reoccurring lump sum payment. The resolution being presented this evening reflects the correct end date of December 14<sup>th</sup>, this resolution inly updates the timeline no other changes have been made.

Commissioner Bizzell moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes.

Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

County Clerk Milam announced Resolution 2021-65. (See Exhibit F)

- 10) Consideration of the Following Roads to be Added to the County Maintained List (District III): Presenter: *Public Works Director, Lina Benavidez*; Sponsor: *Commissioner, David A. Hyder*
- Flores Bonitas / Enebro (tabled 10/6/2021)

for tree removal and sealing the cracks.

- Escudo Road
- Estada Drive
- Military Highway

Chairman Saiz requested a motion to remove Flores Bonitas/Enebro Rd from tabled status.

Commissioner Aragon moved for approval. Seconded by Chairman Saiz. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Aragon voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 5-0.

Ms. Benavidez stated that at the October 6th meeting the commission requested additional research on Floras Bonitas, with research it was found that Floras Bonitas was accepted in 2000 however Floras Bonitas goes up 160 feet further then what the county is maintaining so it will become part of the county maintained list.

The actual name of the road that the applicants are requesting is Enebro, the quote received from ABQ Asphalt came back at \$150,552.18 to pave the 160 ft. section and Enebro. The applicant received a quote from Desert Fox for \$27,593.69. Nicole Golino stated that they are requesting for Enebro to be put on the maintenance list, the quote from Desert Fox is for removal of trees and a reseal. As the road was already at subdivision specifications when it was put in, this is just a maintenance. Mr. Trujillo stated that this road was dedicated to the county and he was unaware that it had to come before the county to request that it be maintained. The estimate from Desert Fox Paving is

Mr. Pato referenced 94.067 of the county ordinance, he stated that the roads can be dedicated to the county but they have to be accepted. Dedication does not guarantee that the road will be accepted by the county for maintenance. While the county has learned that it has accepted Floras Bonitas there has been no indication of acceptance of Enebro. The matter regarding 80% of the lots in the phase has been resolved, the issue that still remains is bringing the road to county standards or to request a full or partial waiver. Mr. Pato referenced 94.066 of the county ordinance which details the requirements for granting full or partial waiver to bring to county standards. Mr. Pato stated that he met with the chairman earlier today and discussed this matter. When the county accepts a road for maintenance exposes the county to certain liability, the county doesn't want to take on liability until construction is completed once construction is complete the county can consider a request for a full or partial waiver. At this time, it does not meet the qualifications set forth for a full or partial waiver. The board could accept the road contingent upon completion of the houses and submission of a full or partial waiver application or bringing it to county standards.

Mr. Trujillo stated that the homebuilder doesn't want to take the chance of the county not accepting the road. Chairman Saiz asked who is responsible for bringing the road to county standards. Mr. Pato stated that normally it is the sub-dividers, the county does not construct roads for sub-dividers. Mr. Pato asked for some time to speak to Mr. Trujillo to discuss what might work for the purchasers and developers. Commissioner Aragon stated that since the road has curb and gutter it is up to some specification, so it could be fine with the county removing the trees and sealing it the bid is from a company to make a profit. The county takes on roads and grades them so it's an in kind payment for that road. It's similar to taking an unpaved road and just grading it like a courtesy grade from here until forever. Mr. Pato stated that there is an application process for courtesy grades. The county has previously accepted roads that were not up to county standards and granted a full or partial wavier. Commissioner Aragon asked what exactly is needed to bring it to county standards if its already paved with curb and gutter, can't the trees be ripped out and it be patched. Mr. Trujillo stated that there aren't any trees they are big bushes, and the county's part is worse than the portion that they are asking for. Ms. Benavidez stated that the estimates are to bring it up to subdivision regulations, her staff

does not have the resources to bring it up to subdivision regulations. Mr. Pato asked if just the patching would leave the road in a safe condition for the public to the extent that it was it would make it easier for the board to grant a full or partial waiver. Ms. Benavidez replied yes if you granted that as long as no hazardous trip stuff is found, it can be reevaluated then accepted after that. Mr. Pato asked for time to talk to Mr. Trujillo. Commissioner Bizzell stated that the county does patches all the time, what's the big deal about doing a 2x2 cut and patching it up. Ms. Benavidez stated that her department can do small patches but once those bushes are pulled out they don't know what's under there and they are not licensed for utilities. So there are several concerns about doing the work in-house. Commissioner Hyder asked if the county has accepted any paved roads in the last 20 years. He is concerned about the Chinese elms breaking through and not knowing where the roots are. It might be best to pulverize the whole thing instead of patching because the roots can come right back up. There is a lot more to it then pictures can show. Commissioner Richardson asked what is going to be done with the Flores Bonita portion that the county maintains.

Ms. Benavidez stated that for now remove the stump and patch then once the construction is done then it will be reevaluated. Commissioner Aragon stated that there has always been a tier system for granting a full or partial wavier and it would be helpful to have those figures for future reference. Chairman Saiz stated that Mr. Pato will now meet with Mr. Trujillo and Ms. Golino so the board will now move on to the other three roads on the list. Ms. Benavidez stated that Sue Moran with Tierra Grande is requesting that the county accept the road for maintenance, the county currently maintains Military Hwy and a portion of Escudo Rd. They are getting ready to build a fire station near Escudo Rd., Estada Dr. and Military Hwy. Tierra Grande will pay the \$2,355.89 to bring it up to county standards. Sue Moran (joining via Zoom) stated that the state insurance ISO rating changed and the distance from a fire station moved to 5 miles, there is a fire station in the north east section of Tierra Grande but with the distance change only 1/3 of the community is covered with an ISO rating of 5. The remaining 2/3 of the residents have an ISO rating of 10. The new fire station will reduce the resident's homeowner's insurance. Estada and Escudo roads will allow the fire truck to respond in an efficient manner.

Commissioner Hyder moved for approval of the three roads. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit G)

# 11) Proclamation Recognizing Contributions of Manufacturing Sector to Economy of Valencia County. Presenter: *County Attorney, David M. Pato*; Sponsor: *Commissioner, David A. Hyder*

Mr. Nance read proclamation recognizing the contributions of the manufacturing sector to the Valencia County economy. Commissioner Hyder recognized Jose and Cathy Cordova owners of the Valencia Flour Mill who were in attendance. Mr. and Mrs. Cordova thanked the commission for encouraging manufacturing.

Commissioner Hyder moved for approval. Seconded by Commissioner Bizzell. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit H)

# 12) Consideration to Approve Resolution 2021-\_\_\_: Requesting State Exempt Seniors' Primary Residences from Property Taxation. Presenter: *County Attorney, David Pato*, Sponsor: *Commissioner, Joseph Bizzell*

Mr. Nance stated that the proposed resolution is requesting that the state legislature exempt the primary residence of seniors from property taxes. Commissioner Bizzell stated that there are many seniors out there that have to choose between paying bills, or buying medicine or food and that is sad to see so we need to help them as much as possible. Commissioner Aragon stated that he hopes this legislation makes it to the governor and that she considers it as we need to be focusing on protecting those who need it. Commissioner Richardson asked if there was a way for the county to not take their part of the tax even if the state did not exempt them. Mr. Nance replied unfortunately not as the laws are set by the state, the county is just the middle man.

Commissioner Bizzell moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

County Clerk Milam announced Resolution 2021-66. (See Exhibit I)

Chairman Saiz stated that they will now move back to where they left off on item #10 regarding Flores Bonitas/Enebro. Mr. Pato requested that the item be added to executive session under consideration of acceptance of an interest in real property.

Commissioner Bizzell moved for approval to add the item to executive session. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

#### **EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. pending or threatened litigation 10-15-1 (H) (7)
- b. other specific limited topics that are allowed or authorized under the stated statute; c. collective bargaining 10-15-1 (H) (5)
- Mr. Pato stated that the following matters may be discussed in closed session; consideration of acceptance of Floras Bonitas/Enebro Rd. under real property

Commissioner Richardson moved to go into executive session. Seconded by Commissioner Hyder. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. @ 6:03 PM.

Commissioner Bizzell moved to return to regular session. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. @ 6:38PM.

Mr. Pato stated that the matters discussed in executive session were limited to those in the motion for closure and no final action was taken.

Commissioner Bizzell moved for approval of the summary as stated by Mr. Pato. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

#### **REVISITNG ITEM #10**

Chairman Saiz stated that they will continue with item #10 Floras Bonitas/Enebro Rd.

Chairman Saiz moved for approval to accept Enebro Rd for maintenance contingent upon Mr. Trujillo's completion of tree removal, patching of holes, crack sealing and seal coating and the provision of photographic evidence of removal of root bulbs of the vegetation and that Mr. Trujillo meet with Ms. Benavidez to confirm that the patching, tree removal, crack sealing and seal coating on Enebro Rd. is done in a manner acceptable to the county. Seconded by Commissioner Bizzell. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted no. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 4-1.

#### **NEXT COMMISSION MEETING:**

November 17, 2021 – Public Hearing/Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

December 1, 2021 – Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

Mr. Monette announced that the special meeting to canvass will be November 12<sup>th</sup> at 12:00 P.M.

#### 13) Adjournment

Chairman Saiz adjourned the meeting. TIME: 6:41 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the November 3, 2021 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS** 

	GERARD SAIZ, CHAIRMAN
	JHONATHAN ARAGON, VICE-CHAIR
	DAVID A. HYDER, MEMBER
	TROY RICHARDSON, MEMBER
	JOSEPH BIZZELL , MEMBER
ATTEST:	:
-	MIKE MILAM COUNTY CLERK
	DATE

Minutes are not verbatim. The complete audio file from this meeting can be heard at https://www.co.valencia.nm.us/

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

#### **SPECIAL BUSINESS MEETING - CANVASS**

#### **NOVEMBER 12, 2021**

Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

PRESENT	ABSENT
Gerard Saiz, Chairman	
Jhonathan Aragon, Vice-Chair (via Zoom)	
David A. Hyder, Member	
_	Troy Richardson, Member
Joseph Bizzell, Member	
Danny Monette, County Manager	
Adren Nance, County Attorney	Dave Pato, County Attorney
Mike Milam, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Saiz at 12:05 P.M.
- 2) Greg led the Pledge of Allegiance.
- 3) Approval of Agenda

Commissioner Bizzell moved for approval. Seconded by Commissioner Hyder. Roll call vote Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 4-0.

#### **ACTION ITEM(S)**

4) Consideration of the Board of County Commission to canvass the 2021 Regular Local Election on Friday, November 12, 2021 to declare the results of the election. Presenters: County Clerk, Mike Milam & BOE Administrator, Candace Teague; Sponsor: County Manager for Regular County Business

Bureau of Elections Administrator stated that the regular local election was held on November 2, 2021. The election was a consolidation of four municipalities, two school boards, the UNM Advisory board and Soil & Water Conservation district. There were 362 absentee ballots cast, 1,852 early voting ballots cast, 3,070 ballots cast on election day, 1 provisional ballot and 3 hand tallies. There is a possible recount for the Belen municipal judge but it will not be called for until after the Secretary of State's canvass is completed on November 23<sup>rd</sup>. Ms. Teague requested approval of the canvass results as presented. Commissioner Aragon asked if the County Clerk was acknowledging and asking for approval of the canvass as well. County Clerk Milam replied yes.

Commissioner Bizzell moved for approval. Seconded by Commissioner Hyder. Roll call vote. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 4-0.

Chairman Saiz thanked the County Clerk's office staff for their work during the election. Mr. Monette stated that NM Demographics dropped of three proposed redistricting maps. Chairman Saiz has requested better road and landmark identifiers to be included. NM Demographics is willing to meet and have a discussion with the commission. The VALEO meeting will be this coming Tuesday at 6:00 at the Los Lunas transportation center. Ms. Gonzales will speak about the OAP and Mr. Gutierrez will discuss detentions. He stated that an email was sent to legislatures requesting a meeting but there has been a limited response back. Mr. Monette also announced that he will be attending the Managers Affiliate on Monday-Wednesday afternoon. Commissioner Bizzell thanked the veterans and all service members for their service.

#### **NEXT COMMISSION MEETING:**

November 17, 2021 – Public Hearing/Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

December 1, 2021 – Business Meeting @ 5:00 P.M. via Facebook Live Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 8703

#### 5) Adjournment

Chairman Saiz adjourned the meeting. TIME: 12:13 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the November 12, 2021 Special Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

	VALENCIA COUNTY BOARD OF COMMISSIONERS			
	GERARD SAIZ, CHAIRMAN			
	JHONATHAN ARAGON, VICE-CHAIR			
	DAVID A. HYDER, MEMBER			
	TROY RICHARDSON, MEMBER			
	JOSEPH BIZZELL , MEMBER			
ATTEST:				
-	MIKE MILAM COUNTY CLERK			
-	DATE			

Minutes are not verbatim. The complete audio file from this meeting can be heard at https://www.co.valencia.nm.us/



#### **AGENDA**

Tuesday, September 28, 2021 3:00 pm Valencia County Administration Building Commission Chambers 444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the August 2021 Planning & Zoning Commission Minutes
- 5) Swearing In of Participants
- 6) Action Item(s)
  - A. Zone Change #2021-066 (District IV, P&Z Commissioner Sublett, BoCC Commissioner Bizzell)

Kathleen Stevenson requests a Zone Change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split. The property located at Subdivision: Land of Bessie Sanchez, Tract A1C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232.

- 7) Next Meeting of the County Planning & Zoning Commission is Tuesday, October 26, 2021 at 3:00 p.m.
- 8) Adjournment

If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.

To run on September 9, 16 and 23, 2021



#### Planning & Zoning Commission Meeting September 28, 2021

#### **Table of Contents**

- 1. Agenda Request Form
- 2. Application
- 3. Proposal Letter
- 4. Property Information
- 5. Site Plan
- 6. Photos and Maps
- 7. Department Reviews
- 8. Legal/Public Notice
- 9. Additional Information



#### **Agenda Request Form**

MEETING DATE: September 28, 2021

Request Title: Request for a zone change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split, (Stevenson, Kathleen) Application: ZC #2021-066.

**Legal Description:** ZC #2021-066 Subdivision: Land of Bessie Sanchez, Tract A1C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232.

Request Description: The property owners want to change the zoning for a lot split.

**Background:** The property owner has requested to come before the board to request a zone change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split.. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

Analysis: This request is for a zone change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.061 of the Valencia County Zoning Code.

- (1) The proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive plan;
- (2) The proposed change is appropriate considering the surrounding land uses, the density and pattern of development in the area, any changes which may have occurred in the vicinity to support the proposed amendment and the availability of utilities and services likely to be needed by the anticipated uses in the proposed district; and
- (3) The proposed change enhances the county's protection of the public health, safety and welfare of Valencia County.



#### **Agenda Request Form**

MEETING DATE: September 28, 2021

#### § 154.105 RURAL RESIDENTIAL DISTRICTS (RR-1, RR-2).

- (A) Purpose.
- (1) The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.
- (2) The RR Districts are intended to accommodate rural residential development at an anticipated magnitude or density level that does not require more than a very basic level of services, such as single local-road access, individual domestic wells and septic tank sewage-disposal systems, and rural fire protection. Ultimate density limitations in the RR District shall be determined by prevailing lot sizes community character, compatibility with existing uses in the district, limitations of domestic water sources, soil conditions and groundwater tables for subsurface sewage disposal, and area designations identified in the Valencia County comprehensive plan. Opportunities for small-scale or intensive farm activities compatible with low density rural residential uses shall be encouraged in the RR Districts.
- (B) Permitted uses. In the RR Districts, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below:
  - (1) Farm uses, subject to the limitations in division (F) below;
  - (2) One principal dwelling per parcel;
  - (3) Accessory uses;
- (4) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § 154.168.
  - (5) Signs, pursuant to the sign provisions set forth in § 154.166;
  - (6) Public facilities:
  - (7) Community or municipal water-supply system; and
  - (8) Community or municipal sanitary-sewer system.
- (C) Conditional uses. In the RR Districts, pursuant to the Type B application procedure set forth in § 154.076, and subject to the conditional use review criteria listed in § 154.057, and any other applicable criteria established by this chapter, the following uses may be allowed conditionally:
- (1) Temporary secondary mobile home or residential trailer dwelling, in conjunction with a principal dwelling on the same parcel, only for family members requiring special care, subject to the following:
- (a) The family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence:
- (b) The permit for the temporary home for special care shall be valid for a period of 2 years or shorter period as the Zoning Department determines to be appropriate, provided, however, that the permit may be revoked by the Department at any time if any of the reasons for which the permit was granted are no longer applicable, or if any imposed condition is violated;



#### **Agenda Request Form**

- (c) The permit for the temporary home for special care shall be granted to the applicant only and shall not be deemed to run with the land; and
- (d) Under any circumstances, a second dwelling under this section, and in any RR Districts shall not be approved if the net size of the parcel for the principal dwelling is less than 0.76 acres in size.
- (2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of UP to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in § 154.168;
- (3) Kindergarten, day nursery, or day care facility in conjunction with a principal dwelling on the same parcel, subject to the standards for day care facilities set forth in § 154.169;
- (4) Utility facility, with the exception of energy generation facilities, subject to §§ 154.035 through 154.040 for site design review;
- (5) (a) Temporary structures as may be required during construction of an authorized permanent structure.
- (b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector.
- (c) Temporary structures under this subsection shall be reviewed under the Type A application procedure as described in § 154.075 of this chapter;
- (6) Temporary sales offices for permitted uses, pursuant to the Type A application procedure set forth in § 154.075 and subject to § 154.056 for temporary permits;
- (7) Public or private school, including all buildings essential to the operation of a school, subject to §§ 154.035 through 154.040 for site design review;
- (8) Church, subject to §§ <u>154.035</u> through <u>154.040</u> for site design review; and
- (9) Clubs and lodges, subject to §§  $\underline{154.035}$  through  $\underline{154.040}$  for site design review.
  - (D) Prohibited uses.
- (1) Uses of land and water not specifically mentioned in this section shall be prohibited in the RR Districts.
- (2) Cluster developments and parcel averaging shall not be permitted in the greenbelt as defined in this chapter and in the comprehensive plan.
- (3) Recreational vehicles (RVs) shall not be used as primary residences in any Rural Residential (RR) District.
- (E) Non-conforming uses. Non-conforming uses found in the RR Districts are subject to the non-conforming use provisions of § 154.059 as well as any other applicable provisions of this chapter.
- (F) Standards and limitations. In the RR Districts, the following standards and limitations shall apply:



#### **Agenda Request Form**

- (1) Dwelling density.
  - (a) Dwelling density for permitted uses.
- 1. The maximum overall dwelling density for any new development shall not exceed:
  - a. One dwelling per 2 acres net in the RR-2 District; and
  - b. One dwelling per 1 acre net in the RR-1 District.
- 2. Not more than 1 principal dwelling shall be permitted on any parcel, except in the case of clustering development and as follows:
- a. One duplex may be allowed on any 4 acre parcel in the RR -2 District;
- b. One duplex may be allowed on any 2 acre parcel in the RR-1 District.
- 3. For the division of any contiguous lands under the same ownership or under a common promotional plan, parcel sizes may be averaged if the tract to be averaged under this section is at least 10 acres, and provided that the maximum overall net density of the applicable RR Districts are not exceeded, and provided that no parcel shall be below the applicable minimum parcel size established by division (2) below.
- (b) Dwelling density for conditional uses. Not more than 1 secondary dwelling (other than guest house secondary dwelling) shall be permitted on any parcel.
  - (2) Parcel size and dimension.
    - (a) RR-1 District.
- 1. Newly-created parcels. The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 1 acre, exclusive of any easements for public right-of-way and except as follows:
- a. In the case of parcel-size averaging, the minimum parcel size shall be no less than 3/4 of 1 acre, net 32,670 square feet;
- b. In the case of a duplex, the minimum parcel shall be 1-1/2 acres; and
- c. In the case of a residential planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.
- 2. Pre-existing lots of record. Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of § 154.057 shall be satisfied.
  - (b) RR-2 District.
- 1. Newly-created parcels. The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 2 acres, except as follows:



#### **Agenda Request Form**

- a. In the case of parcel-size averaging, the minimum parcel size shall be 1-1/2 acres;
- b. In the case of a duplex, the minimum parcel size shall be 2 acres; and
- c. In the case of a duplex or multi-family planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.
- 2. Pre-existing lots of record. Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of § 154.057. shall be satisfied.
- (3) Setbacks. The following setback requirements apply to all RR Districts unless varied or waived by a planned development, subject to § 154.121.
- (a) Front yard. The minimum front yard setback shall be 30 feet except that the minimum setback for all yard signs shall be 5 feet.
- (b) Side and rear yard. The minimum side and rear yard setbacks shall be 15 feet, except as provided in this section.
- (c) An accessory structure not more than 15 feet in height, at least 60 feet from a road, and at least 10 feet from any dwelling may be located a minimum distance of 15 feet from the property line in a side yard or rear yard.
- (d) Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision area requirements of division (6) below.
  - (4) Parcel coverage.
- (a) For any parcel of 1 acre or more, but less than 10 acres, the maximum parcel coverage shall be 20%.
- (b) For any parcel of less than 1 acre, the maximum parcel coverage shall be 15%.
  - (5) Access.
- (a) Before a dwelling may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 30 feet either directly upon a public road, or by a private easement which is at least 30 feet in width for its entire length and which also abuts upon a public road for at least 30 feet.
- (b) Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in the Valencia County Subdivision Chapter adopted by Valencia County.
  - (6) Clear-vision areas.
- (a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.



#### **Agenda Request Form**

- (b) A clear-vision area shall contain no sight-obscuring structures or planting exceeding 30 inches within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.
- (c) Trees exceeding these requirements may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.
  - (7) Height.
    - (a) The maximum building height for any dwelling shall be 30 feet;
- (b) The maximum building height for all other structure shall be 45 feet, except for accessory structures on any parcel of less than 10 acres the maximum building height shall be 35 feet; and
- (c) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.
  - (8) Occupancy of recreational vehicles.
- (a) One recreational vehicle shall be permitted to be parked on any parcel in conjunction with a principal dwelling, and may be used for the temporary accommodation of guests for a period of up to 45 days total in any year.
- (b) In no case shall any recreational vehicle be used as a principal dwelling or rented unless and until the necessary permits have been obtained.
  - (9) Off-street parking.
- (a) In the RR Districts, prior to establishment of any dwelling, sufficient area must be provided to allow for at least 1 emergency vehicle turnaround; and
- (b) Parking requirements for those uses which may generate traffic beyond what is normally expected in the RR Districts, including multi-family dwellings, shall be determined by the Zoning Department subject to the provisions of §§ 154.035 through 154.040.
- (10) *Livestock.* The keeping of livestock shall be allowed in the RR Districts subject to the following restrictions:
- (a) All livestock shall be properly fenced and contained so as to minimize adverse impacts to surrounding property;
- (b) There shall be at least 10,000 separate square feet of pervious surface area for each cow, horse or similar animal;
- (c) There shall be at least 4,000 separate square feet of pervious surface area for each sheep, goat, pig or similar animal;
- (d) There shall be at least 600 separate square feet of pervious surface area in an enclosed structure for poultry or rabbits or similar animals;
- (e) There shall be at least 3,500 separate square feet of surface area for each dog or cat; and



#### **Agenda Request Form**

MEETING DATE: September 28, 2021

(f) Animals which are less than 6 months old are excepted from the requirements of this division herein.

(Ord. 2004-05, passed 9-15-2004; Am. Ord. 06, passed 9-15-2004; Am. Ord. 09, passed 9-15-2004; Am. Ord. 2006-06, passed 6-16-2006; Am. Ord. 2017-01, passed 4-5-2017; Am. Ord. 2017-03, passed 11-1-2017) Penalty, see § 154.999

#### **VALENCIA COUNTY**

COMMUNITY DEVELOPMENT DEPARTMENT

444 Luna Avenue Los Lunas, NM 87031 (505)866-2050 Fax: (505)866-2424 www.co.valencia.nm.us

**Printed Name** 



APPROVED	DENIED 🗔
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# LAND USE REQUEST APPLICATION

CONDITIONAL USE: (\$150.00) CU#	VARIANCE: (\$	150.00) V#			
TEMPORARY USE: (\$150.00) TU# SIGN PERMIT (\$100.00) SP#					
ZONE CHANGE/MASTER PLAN AMENDMENT: (\$350.00	ZONE CHANGE/MASTER PLAN AMENDMENT: (\$350.00) ZC# Pd. Ch. #1100 FILM PERMIT: (\$150.00) TU#				
SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.	00 INDUSTRIAL) SDR# wcf/0	O-LOCATION: (\$200.00) WCF#			
ALL LAND USE APPLICATIONS MUST I PROPERTY RECORD CARD AND CURR		W FEE, SITE PLAN, PROPOSAL LETTER,			
LEGAL DESCRIPTION					
	zoning: RR-2	OTHER PERMITS ISSUED: VTUCU			
TOWNSHIP (N RANGE 2E SECTION 20+2)	FLOOD ZONE: BFE:	PERMIT #			
MARS BOOK/CABINET 13 PAGE 378	MASS BOOK/CABINET 13 PAGE 378 ELEVATION CERTIFICATE# LOMACLOMACLOM-F				
TRACT/LOTBLOCKUNIT	PRE CONSTRUCTION FINAL	APP#:			
SUBDIVISION/LANDS OF:					
Bessie C. SAnchez					
	wher name Stevenson	PHONE 505-235-5605			
09 Dames Sandez Lang	SPACE Been	N.M. 87002			
PROJECT LOCATION / SITE ADDRESS:  OP TAMES SAnchez Lane Belen. NM 87000 NMED SEPTIC PERMIT # N/A					
AGENT (IF APPLICABLE):	,	,			
CURRENT USE OF PROPERTY: Residential					
BRIEF DESCRIPTION OF REQUEST:					
and Solt					
WING SPILT					
	,				
OFFICIAL USE ONLY					
APPLICATION RECEIVED BY: Perries Kempers DATE: 8-1,9-20					
APPLICATION DEEMED COMPLETE: Jakk La DATE: 09/22/2021					
APPLICATION APPROVED/DENIED:	1	DATE:			
P&Z COMMISSION HEARING DATE: 09/28/2021					
hereby acknowledge that I have read this entire application and affirm that all of the provided information is correct. I agree to comply with the equirements of Valencia County and the State of New Mexico regulations as outlined in all applicable state laws and local ordinances.					
Kathleen L. Stevenson	Lattlen L. Lu	renson 8 20-2021			

Signature

#### To the Planning and Zoning Committee:

I (Kathleen L. Stevenson) owner of 9 & 11 James Sanchez Lane in Belen, New Mexico 87002 am submitting a proposal to sub-divide my 2 acre parcel to 1 acre parcels. Currently zoned RR2 to RR1. The said property currently has to residents on each Acre. Each household has its own underground utilities, submergible wells, septic tanks with leach lines according to P&Z guidelines. Each property is maintained as separate properties. (Driveways, Pipe Fencing, improvements)

Due too great financial difficulties at this time, I (Kathleen L. Stevenson) am requesting P&Z to allow me to sub-divide the current property.

This split however will not effect or disrupt the neighborhood in any manner. I will continue to reside at 11 James Sanchez Lane. A beautiful neighbor I've grown to love, and have been a part of its growth for over 30 years.

I greatly appreciate your consideration in this matter.

athleen L. Stevenson

Thank You

Kathleen L. Stevenson



Valencia County Property Profile

Tax Year: 2021 21.917000 R166757 Mill Levy: Account:

Estimated Tax: \$1,193.16

Version: 07/20/2021

Area ID:

BN02 R

Account Type:

Parcel: 1-008-033-494-307-000000 Map Number:

"This mill levy is from the most recent tax roll

Status:

C-5-20 Active

Property Location 9 JAMES SANCHEZ LN Name and Address Information

STEVENSON KATHLEEN L

11 JAMES SANCHEZ LN

BELEN, NM 87002

# Legal Description

Subd: LAND OF BESSIE SANCHEZ Tract; A1C 1991 REV MAP 88 2.00 AC (C-5-20 2 MH'S ID # M164318-1 IS PERM)

# Assessment Information

2021	Actual	Assessed	Sq Ft	Acres	Taxable	_
Land	47,722	15,907		2.000		
Improvements	83,703	27,901	1848.000			
Exempt		0				
Total	131,425	43,808		2.000	43,808	
2020	Actual	Assessed	Sq Ft	Acres	Taxable	72
Land	46,332	15,444		2.000		11
Improvements	81,265	27,088	1848.000			
Exempt						

**User Remarks** 

42,532

127,597

Total



Tax Year: 2021 M164318 Mill Levy: Account:

Version: 02/28/2021 21.917000

Estimated Tax: \$49.82

Parcel: 1-008-033-494-307-900000 Map Number:

\*This mill levy is from the most recent tax roll

BN02\_R

Area ID:

Account Type:

Status:

Active

Property Location Name and Address Information

STEVENSON KATHLEEN L

9 JAMES SANCHEZ LN **BELEN, NM 87002** 

No Location Information Available

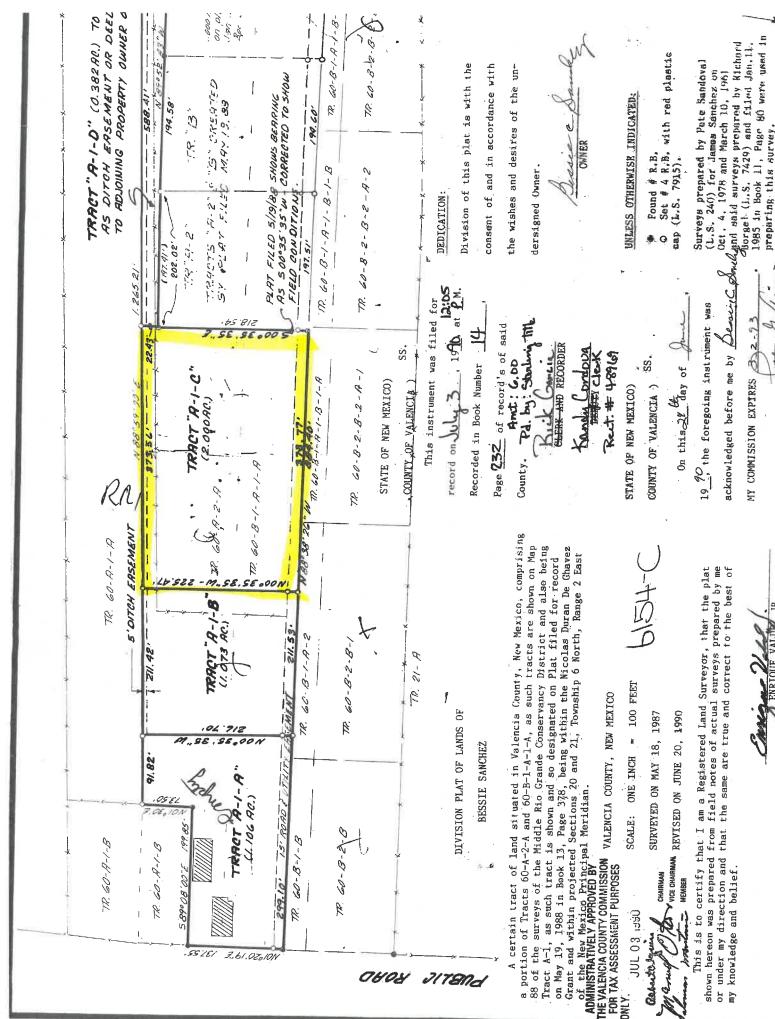
# Legal Description

MBL HOME TITLE: MHN4645 SERIAL: 50302887 YEAR: 1986 MAKE; REMI SIZE: 14 X 76 2000 T/R ISSUED 8/3/00 T/R ISSUED 01-14-2004, LAND ID #R166757

# Assessment Information

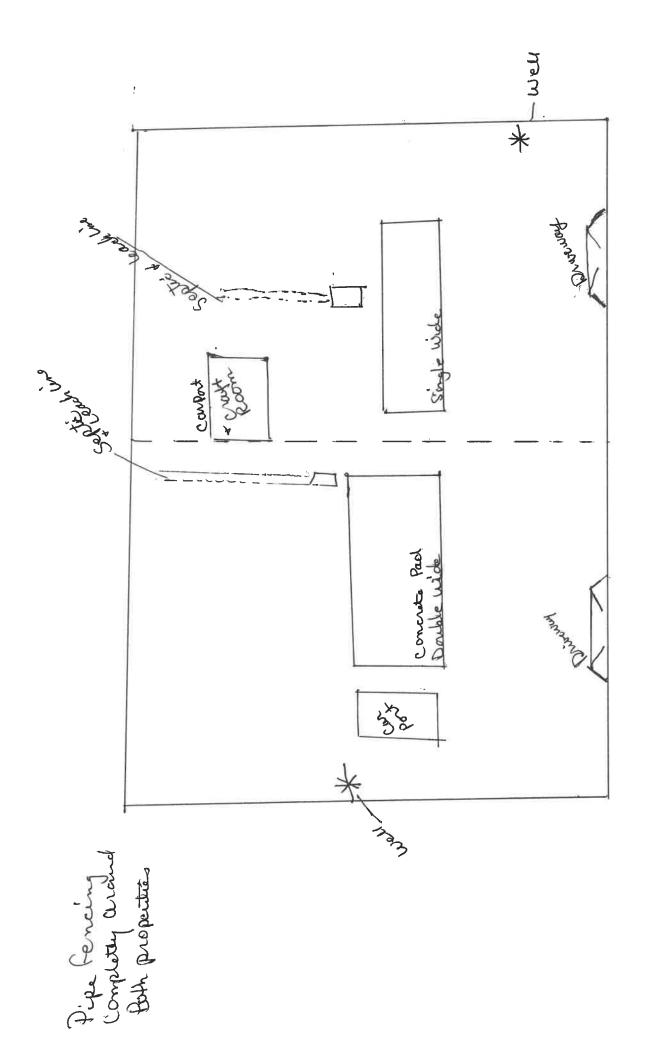
		51								
	Taxable				2,273	Taxable				2,207
	Acres					Acres				
	Sq Ft		1064.000			Sq Ft		1064.000		
	Assessed	0	2,273	0	2,273	Assessed	0	2,207		2,207
333	Actual	0	6,820		6,820	Actual	0	6,621		6,621
	2021	Land	Improvements	Exempt	Total	2020	Land	Improvements	Exempt	Total

**Jser Remarks** 



NEW MEXICO REGISTERED LAND SURVEYOR NO. 7915

ONLY.







#### VALENCIA COUNTY PLANNING & ZONING COMMISSION

#### **DEPARTMENTAL REVIEWS**

#### REQUEST TITLE

Request for a Zone Change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split. (Stevenson, Kathleen) Applications: ZC #2021-066.

#### **LEGAL DESCRIPTION(S)**

Subdivision: Land of Bessie Sanchez, Tract A1C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia Co8ty Clerk, Book 14, Page 232.

#### **REQUEST DESCRIPTION & BACKGROUND**

The applicant is requesting a Zone Change for a lot split.

#### **MAPS**

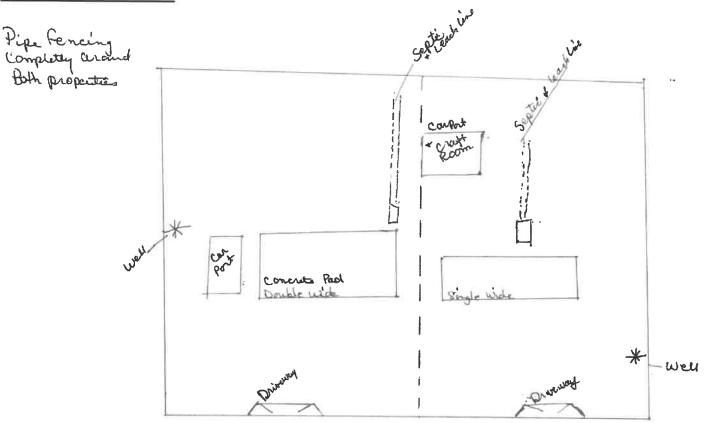




#### VALENCIA COUNTY PLANNING & ZONING COMMISSION

#### **DEPARTMENTAL REVIEWS**

#### **PROPOSED SITE PLAN**



#### **DEPARTMENTAL REVIEWS**

Planning & Zoning: No issues.
Code Enforcement: No issues.
Rural Addressing: No issues
Public Works: No issues

Fire: No issues.

Sheriff's Office: No issues.

Assessor's Office: No issues.

Treasurer's Office: No issues.

Floodplain Manager: No issues.

#### NOTICE OF PUBLIC HEARING

COMMISSION CHAMBERS
444 Luna Ave, Los Lunas, NM 87031
September 28, 2021
3:00 pm



An application which may affect your property has been filed with the Valencia County Planning & Zoning Office for Public Hearing. The date, time, and location of the hearing are shown at the top of this notification. For additional information, contact the Planning & Zoning Office at 444 Luna Avenue, Los Lunas, NM 87031, (505) 866-2050. Inquiries should be referred to by application number. This Notice of Public Hearing can also be found at <a href="https://www.co.valencia.nm.us">www.co.valencia.nm.us</a>.

For information or questions concerning this application, please contact the Valencia County Planning & Zoning Office at (505) 866-2050, or send written comments at least 48 hours prior to the Planning & Zoning Commission Hearing date to the Valencia County Planning & Zoning Office at 444 Luna Ave, Los Lunas, NM 87031, or planning.zoning.@co.valencia.nm.us

**NOTICE TO PEOPLE WITH DISABILITIES:** If you have a disability and require special assistance to participate in this hearing, please contact the Planning & Zoning Office at (505) 866-2050 at least one week prior to the hearing date.

Notice is hereby given that the Valencia County Planning & Zoning Commission will hold a public hearing in the County Commission Chambers of the Valencia County Administration Building, 444 Luna Ave, Los Lunas, NM 87031 on **TUESDAY, SEPTEMBER 28, 2021 at 3:00 p.m.** to consider the following request:

ZC #2021-066 Kathleen Stevenson requests a Zone Change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split. The property located at Subdivision: Land of Bessie Sanchez, Tract A1C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232. Located in District 4, P&Z Commissioner Sublett, BoCC Bizzell.

ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA FACEBOOK LIVE AT THE FOLLOWING LINK: <a href="https://www.facebook.com/VCAdminandGov/">https://www.facebook.com/VCAdminandGov/</a>

If you are unable to be at the meeting in person and would like to comment on cases please email <a href="mailto:planning.zoning@co.valencia.nm.us">planning.zoning@co.valencia.nm.us</a> or call at 505-866-2050

Please include the case number in your correspondence.

#### Join Zoom Meeting

#### https://us02web.zoom.us/j/83286667809?pwd=TEFXb2F0Wkt4MVh0UGpwWXhyRDBEQT09

Meeting ID: 832 8666 7809

Passcode: 149994 One tap mobile

+12532158782,,83286667809#,,,,\*149994# US (Tacoma) +13462487799,,83286667809#,,,,\*149994# US (Houston)

#### Dial by your location

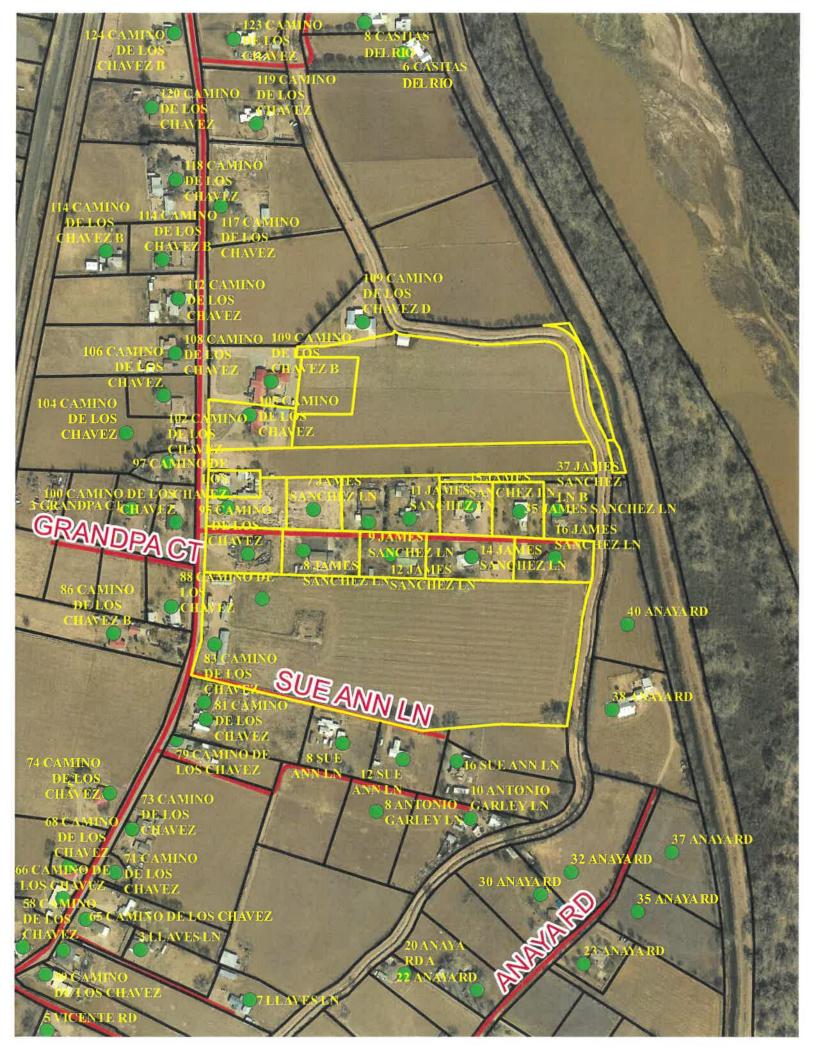
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)

Meeting ID: 832 8666 7809

Passcode: 149994

Find your local number: <a href="https://us02web.zoom.us/u/kdpileJ8Zq">https://us02web.zoom.us/u/kdpileJ8Zq</a>

AccountNum	Owner	OwnerAddre
		11 JAMES SANCHEZ LN
R166 <b>7</b> 57	STEVENSON KATHLEEN L	BELEN, NM 87002
		PO BOX 3244
R166756	HACKER JUSTINA MARIE	LOS LUNAS, NM 87031
		PO BOX 3244
R081034	HACKER JUSTINA MARIE	LOS LUNAS, NM 87031
		35 JAMES SANCHEZ RD
R157889	BACA MICHAEL M	BELEN, NM 87002
		15 JAMES SANCHEZ LN
R162368	CASILLAS THOMAS & CASILLAS MICHELLE G	BELEN, NM 87002
		87 CAMINO DE LOS CHAVEZ
R081239	SANCHEZ ELFEGO R & SANCHEZ ESTHER L CO-TRUSTEES	BELEN, NM 87002
		101 CAMINO DE LOS CHAVEZ
R076381	GURULE MARTIN & SALLY	BELEN, NM 87002
		95 CAMINO DE LOS CHAVEZ
R078190	LUNA LEWIS N & LUNA MARCELLA	BELEN, NM 87002
		08 JAMES SANCHEZ LN
R072017	PETTIS LOIS	BELEN, NM 87002
		12 JAMES SANCHEZ LANE
R124350	ENCINIAS ARTHUR	BELEN, NM 87002
		14 JAMES SANCHEZ LANE
R124351	SERVANTES BRANDON L & SERVANTES CHELSEY L	BELEN, NM 87002
		16 JAMES SANCHEZ
R124352	WILLIAMS WALTER & HEDGES KATHLEEN	BELEN, NM 87002
		540 TRUJILLO ST NE
R081183	SANCHEZ REMY R & SANCHEZ REBECCA O	LOS LUNAS, NM 87031
		109 CAMINO DE LOS CHAVEZ
R224324	SEDILLO TOMMY LEE & SEDILLO GENEVIEVE	BELEN, NM 87002
		105 CAMINO DE LOS CHAVEZ
R081482	MARTINEZ PERLA	BELEN, NM 87002
		1533 ROUNDTOP RIDGE
R138449	ROBERTS ADELITA SEDILLO	O'FALLEN, IL 62269
	ZC #2021-066	



#### James Sanchez Lane neighbors:

Brandon L. Servantes 14 James Sanchez Lane

I Kathleen L. Stevenson, Will be submitting a zoning request to separate my 2-acre plat to single acres. This will give me the option to downsize my property to be maintainable. The original James Sanchez Lane covenants allows a home to be built on not less than 1 acre, and this development currently has 10 single acre plats.

I wish to remain in this neighborhood which I have grown to love.

I'm looking for your approval to help with the zoning change. Thank you Kathy Stevenson **Empty** 7 James Sanchez lane Lois Pettis 8 James Sanchez Lane P. O. Box 288 Belen, NM 87002 Kathy Stevenson 9 James Sanchez Lane Kathy Stevenson 11 James Sanchez Lane Arthur Encinitas & Antionette Tachias 12 James Sanchez Lane

Tom & Michelle Casillas 15 James Sanchez Lane

Jon & Michelle Castla

Walter J. Williams & Kathleen Hedges 16 James Sanchez Lane

Michael M. Baca 35 James Sanchez Lane

Patrick C. Morris & Laura N. Morris

37 James Sanchez Lane

My And Ba

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

The attached printouts reflect all accounts payable checks issued by the Manager's Office / Finance Department covering disbursements from: October 22, 2021 through November 04, 2021, including Treasurer's disbursements for the month of <u>-NONE-</u>.

<u>Name</u>	From Ck#	<u>To Ck #</u>	<u>Amount</u>
Operating Account	152026	152141	663,760.89
Operating Account (VOIDS)			0.00
Inmate Account	4050		2,375.69
Inmate Account (VOIDS)			0.00
Commissary Account	1190		234.00
Commissary Account (VOIDS)			0.00
TOTAL ACCOUNTS PAYABLE:			\$666,370.58
Treasurer's Office Issued Disburseme	ents		0.00
All have been reviewed for:			
1. Appropriate documentation a	nd approvals:	2. Authorized budget app	propriations:

- Appropriate documentation and approvals;
- 2. Authorized budget appropriations;
- 2. 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: Loretta Trujillo, Finance Director

Done this <u>17th</u> day of <u>November</u>, <u>2021</u>.

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

Gerard Saiz, Chair – District I	Jhonathan Aragon, Vice Chair – District V
Troy Richardson, Commissioner – District II	David A. Hyder, Commissioner – District III
ATTEST:	Joseph Bizzell, Commissioner – District IV
Mike Milam, County Clerk	



## Valencia County, NM

# Check Report By Check Number

Date Range: 10/22/2021 - 11/04/2021

Mandan Namban	Van dan Nama	D D-4-	D T	Discount Assessed		
Vendor Number Bank Code: APBNK-	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
40	A & A PUMPING SERVICE INC.	10/22/2021	Regular	0.00	102.00	152026
10634	ADVANCED NETWORK MANAGEMENT INC.	10/22/2021	Regular	0.00	24,787.76	
22	ALL MOTOR PARTS & SUPPLY INC.	10/22/2021	Regular	0.00		152027
7825	ALPHA COMMUNICATIONS LLC	10/22/2021	Regular	0.00		152028
12173	ARMANDO MARTINEZ	10/22/2021	Regular	0.00	1,600.00	
7804	ARTCRAFT & FOREMOST INC	10/22/2021	Regular	0.00	1,456.40	
1344	BERNALILLO COUNTY JUVENILE DET	10/22/2021	Regular	0.00	14,191.13	
11622	BLACK ROCK SERVICES, LLC	10/22/2021	Regular	0.00	•	152032
3636	BOUND TREE MEDICAL, LLC	10/22/2021	Regular	0.00		152034
7590	CENTRAL NM CORRECTIONAL FACILITY	10/22/2021	Regular	0.00	3,938.40	
156	CHARLIE'S PAINT AND BODY SHOP	10/22/2021	Regular	0.00	*	152036
5335	COMCAST CABLEVISION	10/22/2021	Regular	0.00		152037
5564	CONTINENTAL DIVIDE ELECTRIC INC	10/22/2021	Regular	0.00		152038
11620	CORRHEALTH	10/22/2021	Regular	0.00	84,791.90	
143	CRAIG TIRE COMPANY, INC.	10/22/2021	Regular	0.00	•	152040
09540	DUANE J DENNING	10/22/2021	Regular	0.00		152041
09231	FLEETPRIDE, INC	10/22/2021	Regular	0.00		152042
10417	FLYER PRESS LLC	10/22/2021	Regular	0.00		152043
2314	GALLS INC.	10/22/2021	Regular	0.00	13,387.20	
10983	GARY MOORE	10/22/2021	Regular	0.00		152045
12	GILBERT GARCIA & SON	10/22/2021	Regular	0.00		152046
6288	JENNIFER J. YORK/GEORGE YORK	10/22/2021	Regular	0.00		152047
276	JOHNNY MOYA	10/22/2021	Regular	0.00		152048
8104	LAMBERT VET SUPPLY	10/22/2021	Regular	0.00	4,182.52	
12710	LAURA PFEIFER	10/22/2021	Regular	0.00	2,000.00	
12323	M & M RESPIRATORY SERVICES LLC	10/22/2021	Regular	0.00	-	152051
08017	Medpro Waste Disposal LLC	10/22/2021	Regular	0.00	1,216.89	
6957	NANCE PATO & STOUT, LLC	10/22/2021	Regular	0.00	14,190.10	
7022	NAPA AUTO PARTS	10/22/2021	Regular	0.00		152054
5950	NEW MEXICO WATER SERVICE CO	10/22/2021	Regular	0.00	27.60	152055
11249	NICHOLE DURHAM	10/22/2021	Regular	0.00	130.26	152056
10438	PACIFIC OFFICE AUTOMATION	10/22/2021	Regular	0.00	2,276.80	152057
5605	PAVEMENT SEALANTS AND SUPPLY	10/22/2021	Regular	0.00	2,126.32	152058
09499	PETSENSE LLC	10/22/2021	Regular	0.00	555.70	152059
10850	PLATEAU TELECOMMUNICATIONS INCORPORA	10/22/2021	Regular	0.00	70.00	152060
4727	QWEST	10/22/2021	Regular	0.00	468.74	152061
1558	RAKS BUILDING SUPPLY, INC.	10/22/2021	Regular	0.00	151.41	152062
5572	RANDY VAN OTTEN, CDBA	10/22/2021	Regular	0.00	13,183.35	152063
4901	RODNEY PHILLIPS	10/22/2021	Regular	0.00	271.69	152064
12569	S RESOURCE, INCORPORATED	10/22/2021	Regular	0.00	1,472.97	152065
10883	SOCORRO COUNTY	10/22/2021	Regular	0.00	9,248.00	152066
6621	SOCORRO ELECTRIC COOPERATIVE INC	10/22/2021	Regular	0.00	46.58	152067
6760	STAPLES BUSINESS ADVANTAGE	10/22/2021	Regular	0.00	14.87	152068
6568	T&T TRAILER SALES,LLC	10/22/2021	Regular	0.00	250.00	152069
11489	TOTAL ASSET MANAGERS, LLC	10/22/2021	Regular	0.00	2,770.78	152070
11754	TRULY NOLEN OF AMERICA, INC.	10/22/2021	Regular	0.00	56.10	152071
12308	UNITED PARCEL SERVICES INC.	10/22/2021	Regular	0.00	10.93	152072
11565	UNIVERSAL WASTE SYSTEMS INC.	10/22/2021	Regular	0.00		152073
10786	UNM MEDICAL GROUP, INC.	10/22/2021	Regular	0.00	3,812.03	
57	US POSTAL SERVICE - LOS LUNAS	10/22/2021	Regular	0.00	166.00	
4695	VERIZON SELECT SERVICES INC	10/22/2021	Regular	0.00	4,712.17	
97	VILLAGE OF LOS LUNAS	10/22/2021	Regular	0.00	4,520.66	152077
6762	WILFRED O. CHAVEZ	10/22/2021	Regular	0.00	79.78	152078
84	XEROX CORPORATION	10/22/2021	Regular	0.00	349.60	152079

Date Range: 10/22/2021 - 11/04/2021

Check Report				Da	te Range: 10/22/202	21 - 11/04/2
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5380	ZOLL MEDICAL CORPORATION	10/22/2021	Regular	0.00	1,755.00	152080
12738	USPS- POC	10/26/2021	Regular	0.00	10,000.00	152081
12681	411 Equipment, LLC	10/28/2021	Regular	0.00	23,023.00	152082
430	ALBUQUERQUE PUBLISHING	10/28/2021	Regular	0.00	686.51	152083
12743	ANGELA C. WOMACK	10/28/2021	Regular	0.00		152084
1127	APEX SOFTWARE	10/28/2021	Regular	0.00		152085
12363	ARAMARK UNIFORM & CAREER APPAREL GROU		Regular	0.00		152086
12356	ATHENA ENERGY SERVICES HOLDINGS, LLC	10/28/2021	Regular	0.00	1,567.92	
09393	BANK OF AMERICA	10/28/2021	Regular	0.00	11,047.03	
*****	**Void**	10/28/2021	Regular	0.00		152089
09956	BOKF, N.A	10/28/2021	Regular	0.00	84,022.34	
3636	BOUND TREE MEDICAL, LLC	10/28/2021	Regular	0.00		152091
7590	CENTRAL NM CORRECTIONAL FACILITY	10/28/2021	Regular	0.00	4,069.68	
10785 12737	CRYSTAL SPRINGS BOTTLED WATER	10/28/2021	Regular	0.00		152093
5719	GALLAGHER & KENNEDY, P.A. GRAINGER	10/28/2021	Regular	0.00	25,374.01	
11947	GRANITE TELECOMMUNICATIONS LLC	10/28/2021 10/28/2021	Regular Regular	0.00	2,445.55	152095
28	HODGES OIL COMPANY, INC.	10/28/2021	Regular	0.00	21,641.86	
3701	KEEP AMERICA BEAUTIFUL, INC.	10/28/2021	Regular	0.00	1,350.00	
6550	KENNETH TRUJILLO/RICHARD TABET	10/28/2021	Regular	0.00	30,100.34	
10826	LIFE-ASSIST, INC	10/28/2021	Regular	0.00	4,021.12	
5598	LYNN PEAVEY	10/28/2021	Regular	0.00		152101
11680	MACKENZIE ENTERPRISE LLC	10/28/2021	Regular	0.00	1,380.74	
10623	MOLZEN-CORBIN & ASSOCIATES, INC	10/28/2021	Regular	0.00	8,079.54	
10850	PLATEAU TELECOMMUNICATIONS INCORPORA		Regular	0.00		152104
3952	PROPERTY TAX DIV/APPRAIASAL BUR	10/28/2021	Regular	0.00	1,675.00	
1386	PUBLIC SERVICE COMPANY OF NM	10/28/2021	Regular	0.00	53,115.55	
7944	QUEST DIAGNOSTICS	10/28/2021	Regular	0.00		152107
12411	SDV CONSTRUCTION, INC.	10/28/2021	Regular	0.00	96,543.73	
3291	SHAMROCK FOODS COMPANY INC	10/28/2021	Regular	0.00	13,643.96	152109
09040	TILLERY BUICK GMC, LLC	10/28/2021	Regular	0.00	2,364.38	152110
97	VILLAGE OF LOS LUNAS	10/28/2021	Regular	0.00	3,748.06	152111
22	ALL MOTOR PARTS & SUPPLY INC.	10/29/2021	Regular	0.00	493.90	152112
12562	AMAZON CAPITAL SERVICES, INC.	10/29/2021	Regular	0.00	327.99	152113
11622	BLACK ROCK SERVICES, LLC	10/29/2021	Regular	0.00	1,006.73	152114
09397	BOOT BARN	10/29/2021	Regular	0.00	2,982.02	152115
5498	BRADY INDUSTRIES OF NM LLC	10/29/2021	Regular	0.00	1,385.00	152116
6989	C SPECIALTIES INC.	10/29/2021	Regular	0.00	2,670.21	152117
10393	CHARLES RICHARDS	10/29/2021	Regular	0.00	140.38	
7187	CP COMPANY LLC	10/29/2021	Regular	0.00	484.73	152119
143	CRAIG TIRE COMPANY, INC.	10/29/2021	Regular	0.00	701.00	
5719	GRAINGER	10/29/2021	Regular	0.00	205.63	
5836		10/29/2021	Regular	0.00	8,531.04	
3599 12639		10/29/2021	Regular	0.00	2,724.80	
12638 11823	MECHANICAL CONTROL SOLUTIONS LLC	10/29/2021	Regular	0.00	1,696.11	
7022	MJLL INC	10/29/2021	Regular	0.00	796.25	
09520	NAPA AUTO PARTS ORTEGA AND SONS PROPANE SERVICE LLC	10/29/2021 10/29/2021	Regular Regular	0.00 0.00	251.99 756.00	
5883		10/29/2021	Regular	0.00	6,289.04	
08519	PERFORMANCE TOOL & EQUIPMENT	10/29/2021	Regular	0.00	260.80	
10414	PUBLIC SAFETY PSYCHOLOGY GROUP LLC	10/29/2021	Regular	0.00	2,090.08	
1558	RAKS BUILDING SUPPLY, INC.	10/29/2021	Regular	0.00	1,264.92	
4901	RODNEY PHILLIPS	10/29/2021	Regular	0.00	600.00	
5584	SAL MARTINEZ	10/29/2021	Regular	0.00	135.37	
11167	SNAP ON INCORPORATED	10/29/2021	Regular	0.00	2,589.54	
6760	STAPLES BUSINESS ADVANTAGE	10/29/2021	Regular	0.00	1,227.61	
09957	TIBH INDUSTRIES, INC	10/29/2021	Regular	0.00		152136
11754	TRULY NOLEN OF AMERICA, INC.	10/29/2021	Regular	0.00		152137
4695	· · · · · · · · · · · · · · · · · · ·	10/29/2021	Regular	0.00	118.08	
5135		10/29/2021	Regular	0.00	1,068.13	
4290	WASTE MANAGEMENT OF NEW MEXICO	10/29/2021	Regular	0.00		152140

11/8/2021 11:43:26 AM

Check Report

**Vendor Number** 7593

**Vendor Name** WRIGHT EXPRESS FLEET SERVICES Payment Date Payment Type 10/29/2021

Regular

0.00

Discount Amount Payment Amount Number 159.20 152141

Date Range: 10/22/2021 - 11/04/2021

**Bank Code APBNK Summary** 

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	273	115	0.00	663,760.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	273	116	0.00	663,760.89



## **Check Report**

By Check Number

Date Range: 10/22/2021 - 11/04/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: INMATI	E ACCOUNT-INMATE ACCOUNT		,			
08349	TRINITY SERVICES GROUP, INC	10/28/2021	Regular	0.00	2,375.69	4050

#### **Bank Code INMATE ACCOUNT Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,375.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	i	ī	0.00	2,375.69

**Check Report** 

Vendor Number Vendor Name Payment Date Payment Type Date Range: 10/22/2021 - 11/04/2021

Bank Code: JAIL COMMISSARY-JAIL COMMISSARY FOR A.D.

09393 BANK OF AMERICA 10/28/2021 Regular 0.00 234.00 1190

**Bank Code JAIL COMMISSARY Summary** 

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	4		•
Manual Checks	_	1	0.00	234.00
	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts EFT's	0	0	0.00	0.00
Lis	0	0	0.00	0.00
	1	1	0.00	234.00

# VALENCIA COUNTY BOARD OF COMMISSIONERS PAYROLL AUTHORIZATION

The attached printouts reflect all PAYROLL RELATED PAYMENTS issued by the Payroll Company for the pay period:

October 02, 2021 through October 15, 2021.

WAGES PAID ON: October 22, 2021

DESCRIPTION	FROM: CK/Voucher #	TO: CK/Voucher #	AMOUNT
Total Payroll for Pay Date 10/08/2021 reported	To the BOCC on	11/03/2021	618,346.80
Correction to Agency Fees processed from our	Payroll account on	10/14/2021	184.62
Corrected Payroll for Pay Date 10/08/2021			618,531.42
Process #2021102201			
Payroll Checks	107016	107028	11,724.24
Direct Deposit Voucher #'s to Employees		6374-6635	
Direct Deposit File to Bank	(6636-6639 Missing)	6640	333,325.92
Taxes (FIT, SIT, FICA, Medicare)		6641	60,790.74
Agency (PERA, RHC, Insurances, etc.)		6642	209,621.46
Billing (Paid to The Payroll Company)		6643	<u>1,538.43</u>
			617,000.79
PAYROLL CORRECTION Process #2021102202			
Direct Deposit Voucher #'s to Employees		6644	
Direct Deposit File to Bank	(6645-6646 Missing)	6647	2,072.46
Taxes (FIT, SIT, FICA, Medicare)		6648	339.20
Agency (PERA, RHC, Insurances, etc.)		6649	1,626.08
			4,037.74
PAYROLL CORRECTION Process #2021102801			
Direct Deposit Voucher #'s to Employees		6650	
Direct Deposit File to Bank	(6651-6652 Missing)	6653	526.87
Taxes (FIT, SIT, FICA, Medicare)		6654	<u>156.98</u>
			683.85
TOTAL PAYROLL 10/22/2021:			\$621,722.38

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 (based on payroll reports submitted by The Payroll Company): Loretta Trujillo, Finance Director

Done this <u>17th</u> day of <u>November, 2021.</u>

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

Gerard Saiz, Chair – District I	Jhonathan Aragon, Vice Chair – District V
Troy Richardson, Commissioner – District II	David A. Hyder, Commissioner – District III
ATTEST:	Joseph Bizzell, Commissioner – District IV
Michael Milam, County Clerk	

## VALENCIA COUNTY

Company (A590)

Check Date: Pay Period: Process:

10/22/2021 10/04/2021 to 10/17/2021 2021102201

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Bank Account         Transit Number         Bank Name           99999999         107006813         BANK OF THE WEST, LOS I			Γ, LOS LUNAS, NM	Description LUNAS, NM Primary Account			
Payroll Checks				,			
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
6374	Reg	10/22/2021	2996	Camacho, Evangeline	884.29	884.29	0.00
6375	Reg	10/22/2021	4104	Maldonado, Lydia	1,316.46	1,316.46	0.00
6376	Reg	10/22/2021	4573	Martinez, Armando	738.37	738.37	0.00
6377	Reg	10/22/2021	4859	Santomenna, Michael	468.25	468.25	0.00
6378	Reg	10/22/2021	3412	Walters, Dallas	577.03	577.03	0.00
6379	Reg	10/22/2021	4747	Ferguson, Donald	882.23	882.23	0.00
6380	Reg	10/22/2021	4899	Gonzales, Dylan	800.82	800.82	0.00
6381	Reg	10/22/2021	3915	Hockman, Christopher	982.41	982.41	0.00
6382	Reg	10/22/2021	4475	Hughes, Sammee	893.09	893.09	0.00
6383 ☐ 6384 ☐	Reg	10/22/2021	4900	Lafave, Alexis	883.73	883.73	0.00
6385	Reg Reg	10/22/2021 10/22/2021	4887 3489	Larson, Angelique	986.32	986.32	0.00
6386	Reg	10/22/2021	3489 4748	Mugan, Patricia	1,139.43	1,139.43	0.00
6387	Reg	10/22/2021	4621	Orona, Monique Perea, Jesse	1,074.15 740.29	1,074.15	0.00
6388	Reg	10/22/2021	4861	Quevedo Gamboa, Lucely	740.29 747.18	740.29	0.00
6389	Reg	10/22/2021	4933	Saiz, Brittany	747.18 791.35	747.18	0.00
6390	Reg	10/22/2021	3741	Saiz, Derrick		791.35	0.00
6391	Reg	10/22/2021	4452	Serna-Bernard, Louisa	1,318.47 1,008.28	1,318.47	0.00
6392	Reg	10/22/2021	4393	Tharaldsen, Patricia	785.37	1,008.28 785.37	0.00
6393	Reg	10/22/2021	4709	Valadez, Anthony	975.46	975.46	0.00
6394	Reg	10/22/2021	4495	Weston, Jess	2,027.17	2,027.17	0.00
6395	Reg	10/22/2021	3793	Alfero, Andrew	1,787.83	1,787.83	0.00 0.00
6396	Reg	10/22/2021	4075	Aragon, Fernando	1,322.46	1,787.83	0.00
6397	Reg	10/22/2021	4640	Armijo, Anthony	968.77	968.77	0.00
6398	Reg	10/22/2021	4951	Baca, Joshua	1,090.09	1.090.09	0.00
6399	Reg	10/22/2021	4752	Baca, Rebecca	1,364.77	1,364.77	0.00
6400 🗆	Reg	10/22/2021	4771	Baeza Lozano Jr., Ramon	1,348.42	1,348.42	0.00
6401	Reg	10/22/2021	4915	BARELA, EMANUEL	1,082.50	1,082.50	0.00
6402 🗆	Reg	10/22/2021	3297	Barela, Joe	1,504.62	1,504.62	0.00
6403 🗆	Reg	10/22/2021	3961	Barreras, Victoria	1,751.03	1,751.03	0.00
6404 🗆	Reg	10/22/2021	4950	Benavidez, Francisco	1,154.68	1,154.68	0.00
6405 □	Reg	10/22/2021	4666	Benavidez, Julie	1,199.73	1,199.73	0.00
6406 🗆	Reg	10/22/2021	4625	Borunda, Alexandria	94.96	94.96	0.00
6407 □	Reg	10/22/2021	4661	Castillo, Matthew	1,526.92	1,526.92	0.00
6408	Reg	10/22/2021	LC	Chavez, Lucas	1,325.76	1,325.76	0.00
6409 🗆	Reg	10/22/2021	4319	Cole, Marinda	1,245.32	1,245.32	0.00
6410 🗖	Reg	10/22/2021	5034	Contreras, Ezequiel	932.66	932.66	0.00
6411 🗖	Reg	10/22/2021	4123	Crespin, Jordan	1,400.32	1,400.32	0.00
6412 🗆	Reg	10/22/2021	4125	DeAnda, Delilah	990.32	990.32	0.00
6413	Reg	10/22/2021	4477	Duran, Ricardo	1,066.89	1,066.89	0.00
6414	Reg	10/22/2021	4660	Espindola, Salvador	1,178.14	1,178.14	0.00
6415	Reg	10/22/2021	3705	Espinoza, Gerald	1,370.47	1,370.47	0.00
6416	Reg	10/22/2021	4787	Gallegos, Estevan	1,086.02	1,086.02	0.00
6417	Reg	10/22/2021	3570	Garcia, Jonathan	1,549.17	1,549.17	0.00
6418 🗆	Reg	10/22/2021	3910	Garley, Derrick	1,806.70	1,806.70	0.00
6419 🗖	Reg	10/22/2021	5035	Gomez, Maria	981.40	981.40	0.00
6420	Reg	10/22/2021	4189	Gonzales, Melvin	1,800.55	1,800.55	0.00
6421	Reg	10/22/2021	4407	Gonzales, Virginia	1,375.53	1,375.53	0.00
6422 🗆	Reg	10/22/2021	3309	Gutierrez, Randy	2,138.66	2,138.66	0.00
6423	Reg	10/22/2021	4772	Guzman, Isaac	1,060.72	1,060.72	0.00
6424	Reg	10/22/2021	3955	Henson, Jerry	1,431.70	1,431.70	0.00
6425	Reg	10/22/2021	3041	Heredia, Jesus	1,851.79	1,851.79	0.00
6426	Reg	10/22/2021	4388	Holguin, Armando	1,473.60	1,473.60	0.00
6427	Reg	10/22/2021	4199	Jaramillo, Dominic	1,187.13	1,187.13	0.00
6428	Reg	10/22/2021	4478	Lopez, Susan	1,423.35	1,423.35	0.00
6429	Reg	10/22/2021	4720	Maestas, Brianna	896.72	896.72	0.00
6430	Reg	10/22/2021	3704	Marquez, Dorothy	1,012.98	1,012.98	0.00
6431	Reg	10/22/2021	4917	Molina, Sergio	1,742.09	1,742.09	0.00
6432	Reg	10/22/2021	4938	Moreno, Reyes	1,040.68	1,040.68	0.00
6433	Reg	10/22/2021	5036	Moya, Ronald	967.51	967.51	0.00
6434	Reg	10/22/2021	4658	Navarro, Marisol	1,499.62	1,499.62	0.00
6435	Reg	10/22/2021	3073	Nevarez, Andres	1,244.55	1,244.55	0.00
6436 🗆	Reg	10/22/2021	3867	Nunez, Geovanie	8,056.27	8,056.27	0.00

Run Date: Run Time:

10/21/21 4:54 PM

Account Check/Voucher

99999999 6374 To 6436

MPL0201 (05/04/2010) 3 2001-2010 MPAY

## VALENCIA COUNTY

Company (A590)

 Check Date:
 10/22/2021

 Pay Period:
 10/04/2021 to 10/17/2021

 Process:
 2021102201

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Bank Account Transit Number 99999999 107006813			Bank Name BANK OF THE WEST, LOS LUNAS, NM			iption nary Account		
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check	
6437 🗆		10/22/2021	4716	Olguin, Jeremy	1,405.62	1,405.62	0.00	
6438 🗆		10/22/2021	4892	Ortega Gonzalez, Marline	1,281.78	1,281.78	0.00	
6439		10/22/2021	4620	Perea, Jesse	1,168.61	1,168.61	0.00	
6440 🗆		10/22/2021	AMR	Ramsey, Abby	1,239.86	1,239.86	0.00	
6441 🗆		10/22/2021	4840	Reyes, Lidia	1,293.36	1,293.36	0.00	
6442 □ 6443 □	***	10/22/2021	4398	Rubi, Nichole	973.72	973.72	0.00	
6444		10/22/2021 10/22/2021	4617 4334	Saenz, Yasmin Sais, Rudy	1,373.96 1,261.39	1,373.96 1,261.39	0.00	
6445		10/22/2021	4850	Saiz, Krystal	1,423.34	1,423.34	0.00 0.00	
6446		10/22/2021	3638	Sanchez, Ramona	1,087.49	1,087.49	0.00	
6447 🗆		10/22/2021	4494	Shoemake Martinez, Jordan	1,213.43	1,213.43	0.00	
6448 🗆		10/22/2021	2897	Telles, Mike	1,318.06	1,318.06	0.00	
6449 🗆		10/22/2021	3161	Tena Jr, Felipe	1,255.78	1,255.78	0.00	
6450 🗆		10/22/2021	4937	Tenorio, Donna	1,038.68	1,038.68	0.00	
6451 🗆		10/22/2021	2890	Trujillo, Daniel	1,920.60	1,920.60	0.00	
6452	• /	10/22/2021	3865	Vaisa, Zechariah	1,585.77	1,585.77	0.00	
6453 □ 6454 □	• * *	10/22/2021 10/22/2021	4641 5033	Valladarez, Jonathan	890.36	890.36	0.00	
6455		10/22/2021	4135	Wimberly, Wyatt Cordova, Frankie	882.25 1,429.79	882.25	0.00	
6456	• /	10/22/2021	4544	Hernandez, Anthony	872.36	1,429.79 872,36	0.00 0.00	
6457	.,	10/22/2021	4785	Lawson, Michael	821.47	821.47	0.00	
6458 🗆		10/22/2021	3619	Maldonado, Francisco	1,247.06	1,247.06	0.00	
6459 □		10/22/2021	3628	Martinez, Angelo	881.37	881.37	0.00	
6460 □		10/22/2021	3627	Martinez, Elaina	881.37	881.37	0.00	
6461 □		10/22/2021	4898	BUSTILLOS, DAVID	519.53	519.53	0.00	
6462 🗆		10/22/2021	4349	Cummings, Donald	557.63	557.63	0.00	
6463 🗆	• • • • • • • • • • • • • • • • • • • •	10/22/2021	4606	Montano, Guadalupe	734.54	734.54	0.00	
6464 🗆		10/22/2021	4838	Dominguez, Selina	668.40	668.40	0.00	
6465 □ 6466 □		10/22/2021 10/22/2021	4801 4853	Esquivel, Javier Lechuga, Theresa	442.12	442.12	0.00	
6467		10/22/2021	4627	Miller, Carrie	530.09 671.86	530.09 671.86	0.00 0.00	
6468		10/22/2021	3444	Monell, Lourdes	664.85	664.85	0.00	
6469	• • •	10/22/2021	4583	Montano, Raymund	541.32	541.32	0.00	
6470 🗖		10/22/2021	3670	Smith, Emile	636.81	636.81	0.00	
6471 🗆		10/22/2021	4546	Alderete-Ortega, Brandi	1,064.04	1,064.04	0.00	
6472 🗆		10/22/2021	4710	Baca, Ryan	1,948.25	1,948.25	0.00	
6473 🗆	.,	10/22/2021	3441	Chavez, Aurora	1,146.98	1,146.98	0.00	
6474		10/22/2021	5021	McBain, Johnnie	916.58	916.58	0.00	
6475 □ 6476 □		10/22/2021 10/22/2021	4711	Romero, Beverly	2,039.26	2,039.26	0.00	
6477		10/22/2021	5027 5037	Romero, Danielle Torres, Marcus	487.02	487.02	0.00	
6478		10/22/2021	3699	Blanton, Jessica	1,005.35 1,204.52	1,005.35 1,204.52	0.00 0.00	
6479		10/22/2021	4659	Carrillo, Katherine	853.21	853.21	0.00	
6480 □		10/22/2021	4485	Dittmaier, Celia	1,825.41	1,825.41	0.00	
6481 🗆		10/22/2021	4940	Milam, Mike	2,109.58	2,109.58	0.00	
6482 □		10/22/2021	1794	Salas-Vega, Sheryl	1,113.33	1,113.33	0.00	
6483 🗆		10/22/2021	4775	Anchondo, Jessie	1,110.43	1,110.43	0.00	
6484 🗆		10/22/2021	5016	Jojola, Patrick	1,111.24	1,111.24	0.00	
6485		10/22/2021	4890	Lucero, Santiago	994.47	994.47	0.00	
6486		10/22/2021	3819	Luna, Paul	1,296.40	1,296.40	0.00	
6487 □ 6488 □		10/22/2021	4623 4386	Nevarez, Cindy Romero, Jerrie	1,074.92	1,074.92	0.00	
6489		10/22/2021 10/22/2021	4888	Saiz, Ronald	1,635.65 1,047.61	1,635.65 1,047.61	0.00 0.00	
6490		10/22/2021	4889	Armstrong, Lichelle	1,008.74	1,008.74	0.00	
6491 □		10/22/2021	4414	Monette, Daniel	3,320.87	3,320.87	0.00	
6492 🗆	Reg	10/22/2021	4600	Womack, Angela	916.10	916.10	0.00	
6493 🗖		10/22/2021	4133	Aragon, Jhonathan	923.06	923.06	0.00	
6494 🗆		10/22/2021	4939	Bizzell, Joseph	718.12	718.12	0.00	
6495		10/22/2021	4322	Hyder, David	966.04	966.04	0.00	
6496	**	10/22/2021	4932	Richardson, Troy	798.75	798.75	0.00	
6497		10/22/2021	4713	Saiz, Gerard	758.80	758.80	0.00	
6498		10/22/2021	4605	Henry, Analicia	908.03	908.03	0.00	
6499 □ 6500 □		10/22/2021	2490 5030	Kaneshiro, Kendra	1,271.98	1,271.98	0.00	
6501		10/22/2021 10/22/2021	4662	Lovato, Savannah Munetones, Luis	899.39 1,055.21	899.39 1,055.21	0.00 0.00	
0301 🗅	INCH.	10/44/4041	7002	Manetones, Luis	1,033.41	1,033.41	0.00	

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#### VALENCIA COUNTY

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Process: 2021102201

Bank Account 99999999 Transit Number 107006813 BANK OF THE WEST, LOS LUNAS, NM **Primary Account** Check/Voucher Check Type Check Date Payable to Id Name Net Amount Dir Dep Net Check 6502 □ 10/22/2021 Reg 4856 NICOLITZ, AMANDA 969.55 969.55 0.00 6503 Reg 10/22/2021 4896 Sanchez, Shanyn 1 508 52 1 508 52 0.00 6504 10/22/2021 4497 Schmidt, Russell Reg 1,830.35 1,830.35 0.00 6505 Reg 10/22/2021 4532 Sichler, Deseri 2,075.26 2,075.26 0.00 6506 10/22/2021 Trevino, Kathy Aragon, Carlos Reg 2526 1.178.15 1,178.15 0.00 6507 10/22/2021 3672 Reg 1,163.27 1.163.27 0.00 10/22/2021 10/22/2021 6508 Reg 4176 Teague, Candace 1,330.62 1,330.62 0.00 6509 Wallace, Sarah Willis, Tyler Reg 4798 1,024.07 1,024.07 0.00 6510 10/22/2021 Reg 4944 1.093.81 1 093 81 0.00 Gillen, Sarah 6511 Reg 10/22/2021 4692 1,340.92 1,340.92 0.00 6512 Reg 10/22/2021 3644 Barr, Robert 936.95 936.95 0.00 6513 10/22/2021 2675 Reg Davis, Casey 1.422.01 1,422.01 0.00 6514 Reg 10/22/2021 4680 Garcia, Ted 180.94 180.94 0.00 6515 10/22/2021 Reg 4762 Gentry, Keith 1,698.67 1,698.67 0.00 6516 10/22/2021 Reg 3553 Gonzales, Jaime 1.412.65 1,412.65 0.00 6517 Reg 10/22/2021 4077 Griego, Gabriel 1,376.15 1,376.15 0.00 6518 Reg 10/22/2021 4270 Lopez, Christopher 1,123.75 1,123.75 0.00 6519 10/22/2021 Reg 3629 Mova Nicholas 1 389 12 1.389.12 0.00 6520 Reg 10/22/2021 3959 Rael, Christopher 1.463.65 1,463.65 0.00 Reser, Justin 6521 Reg 10/22/2021 3386 22.86 22.86 0.00 6522 10/22/2021 Reg 3873 Tarry, Norma 1,143.64 1,143.64 0.00 6523 10/22/2021 Trejo Razcon, Giliadrian 1,389.99 1,293.04 Reg 4800 1 389 99 0.00 6524 10/22/2021 Reg 5038 Spikes, Desmond 1,293.04 0.00 6525 Reg 10/22/2021 4422 Walmsley, Antionette 1,631.84 1,631.84 0.00 10/22/2021 6526 Barrera, Denisse Porter, Rustin 1,103.79 1,586.94 Reg 4597 1,103.79 0.00 6527 Reg 10/22/2021 4607 1,586.94 0.00 1,607.95 6528 Reg 10/22/2021 4832 Serna, Sylvia 1,607.95 0.00 10/22/2021 Trujillo, Loretta ZUNI, JOSHUA 6529 2,331.79 1,705.14 Reg 4543 2.331.79 0.00 6530 10/22/2021 1,705.14 Reg 4855 0.00 6531 Reg 10/22/2021 5015 Maestas, Jerry 1,026.08 1,026.08 0.00 6532 10/22/2021 Reg 4947A Bazen, Roland 1,514.98 1,514.98 0.00 6533 10/22/2021 Reg 3816 Navarro, Rudy 1,105.77 1.105.77 0.00 6534 Reg 10/22/2021 3365 Sanchez, Gerald 1,173.19 1,173.19 0.00 10/22/2021 6535 Reg 3828 Martinez, Lindsy 1,127.72 1,127.72 0.00 6536 10/22/2021 2480 Reg Montova, Orlando 3.150.07 3,150.07 0.00 6537 Reg 10/22/2021 4378 Garcia, Maria 1,250.47 1,250.47 0.00 6538 Reg 10/22/2021 4799 Conner, Roby 1,071.46 1,071.46 0.00 6539 10/22/2021 4848 Reg Contreras, Matthew 1.352.28 1,352.28 0.00 6540 10/22/2021 Reg 5023 Lalonde, Zachary 1.006.59 1.006.59 0.00 1,769.15 6541 Reg 10/22/2021 4536 Mast, Tesa 1,769.15 0.00 6542 10/22/2021 Reg 1356 Benavidez-Navarro, Renee 796.98 796.98 0.00 6543 10/22/2021 4426 Reg Christie, Deborah 562.25 562.25 0.00 6544 10/22/2021 4718 Espana, Beverly 0.00 Reg 389.84 389.84 6545 Reg 10/22/2021 4580 Gonzales, Nancy 2,072.79 2,072.79 0.00 6546 10/22/2021 0.00 Reg 4797 Gonzales Jr., Philip 1.055.51 1,055.51 6547 10/22/2021 4596 Kerr, Sarah Reg 616.12 616.12 6548 П Reg 10/22/2021 5026 Kerr, William 597.78 597.78 0.00 6549 10/22/2021 Reg 4958 Lane, Steven 388.36 388.36 0.00 6550 10/22/2021 Reg 4707 Martinez, Melissa 747.19 747.19 0.00 6551 Reg 10/22/2021 4905 Romero, Maryann 394.00 394.00 0.00 6552 10/22/2021 5031 Reg Jaramillo, Sharon 366.44 366.44 0.00 6553 10/22/2021 Barron, John Reg 3863 993.51 993.51 0.00 6554 Reg 10/22/2021 3923 Barron, Johnny 933.72 933.72 0.00 6555 10/22/2021 Benavidez, Adelina 2,217.54 1,004.33 2,217.54 1,004.33 Reg 2650 0.00 6556 Reg 10/22/2021 4746 Caraveo-Garcia, Mario 0.00 1,015.48 6557 Reg 10/22/2021 2989 Curliss, Walter 1,015.48 0.00 Gallegos, Robert Garcia, Ryan 6558 10/22/2021 Reg 3624 949 29 949.29 0.00 6559 10/22/2021 Reg 4145 866.72 866.72 0.00 Reg 1,534.03 6560 10/22/2021 309 Griego, Louie 1,534.03 0.00 6561 Jaramillo, Darius Maestas Jr, Gilbert Reg 10/22/2021 4962 780.51 780.51 0.00 6562 10/22/2021 4909 Reg 761.96 761.96 0.00 6563 Reg 10/22/2021 3795 Maez, Peter 1,010.49 1,010.49 0.00 Reg 6564 10/22/2021 3691 Saiz, Andrew 1,298.09 1,298.09 0.00 6565 10/22/2021 4745 Reg Sandoval, Leo 830.86 830.86 0.00 6566 10/22/2021 3684 Sandoval, Ruben 801.53 801.53 0.00

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#### VALENCIA COUNTY

Company (A590)

Check Date: 10/22/2021 Pay Period: 10/04/2021

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Transit Number 107006813 99999999 BANK OF THE WEST, LOS LUNAS, NM **Primary Account** Check/Voucher Payable to Id Check Type Check Date Name Net Amount Dir Dep Net Check 4753 4854 6567 10/22/2021 Reg Silva, Jeremias 2,008.93 2,008.93 0.00 6568 10/22/2021 Silva. Shawnasse Reg 1,142,96 1.142.96 0.00 6569 10/22/2021 4389 Villalobos, Carlos 806.19 Reg 806.19 0.00 6570 Reg 10/22/2021 4434 Alderete, Peter 2,200.44 2,200.44 0.00 6571 10/22/2021 Reg 4406 Aragon, Martin 2 035 86 2.035.86 0.00 6572 10/22/2021 4505 Baca, Porfie Reg 1,617.96 1,617.96 0.00 6573 Reg 10/22/2021 4608 Barela, Daniel 1,650.94 1,650.94 0.00 6574 10/22/2021 Reg 4410 Benavidez, Martin 1,680.70 1,680.70 0.00 6575 10/22/2021 Reg 4416 Brown, Kenneth 1.678.29 1.678.29 0.00 6576 Reg 10/22/2021 5028 Burbank, Joshua 1,423.19 1,423.19 0.00 6577 10/22/2021 Carmona Jr, Raymond Carter, Melanie Reg 4906 994.47 994.47 0.00 6578 Reg 10/22/2021 4286 1,115.55 1.115.55 0.00 6579 Reg 10/22/2021 4643 Chavez, Anthony 1,209.00 1,209.00 0.00 6580 10/22/2021 Chavez, Gerald Chavez, Victor Reg 3693 1,382.36 1,382.36 0.00 6581 10/22/2021 Reg 4586 2.329.10 2.329.10 0.00 6582 Reg 10/22/2021 4574 Contreras, Charles 956.74 956.74 0.00 6583 Reg 10/22/2021 3969 Duran, Victor 398.60 398.60 0.00 10/22/2021 6584 Erives, Edgar Reg 4626 2.036.06 2,036.06 0.00 6585 Reg 10/22/2021 3053 Espinoza, Curtis 615.54 615.54 0.00 Giron, John 6586 Reg 10/22/2021 2841 1,919.35 1,919.35 0.00 6587 10/22/2021 Reg 4714 Gray, Jennifer 1,234.32 1,234.32 0.00 6588 10/22/2021 3823 Reg Hall, Stephen 2.111.75 2.111.75 0.006589 10/22/2021 4742 Reg Hernandez, Anthony 1,790.34 1,790.34 0.00 6590 Reg 10/22/2021 4795 Hernandez, Marcos 2,139.12 2,139.12 0.00 10/22/2021 6591 Reg 4646 Houston, Bryce 1 607 94 1,607.94 0.00 6592 Reg 10/22/2021 4885 Juarez, Destiny 1,299.89 1,299.89 0.00 6593 Reg 10/22/2021 3630 Kanyuck, North 1,513.26 1,513.26 0.00 6594 10/22/2021 Lankasky, Benjamin Lujan, Brandon 4468 Reg 1.875.66 1.875.66 0.00 6595 10/22/2021 Reg 4754 2,168.97 2.168.97 0.00 6596 Reg 10/22/2021 4860 Lyle, Nicholas 1,678.30 1,678.30 0.00 10/22/2021 6597 Martinez, Ashlev Reg 4451 2,313,65 2 313 65 0.00 6598 10/22/2021 Reg 3913 Martinez, Benceslado 1.489.85 1,489.85 0.00 Martinez, Donna Melton, Weylin Meo II, Craig 6599 Reg 10/22/2021 4288 1,481.28 1,481.28 0.00 6600 10/22/2021 Reg 4878 1,480.62 1,480.62 0.00 6601 Reg 10/22/2021 4901 1.639.92 1,639.92 0.00 6602 Reg 10/22/2021 4949 Montano Jr, Alan 986.97 986.97 0.00 6603 Reg 10/22/2021 4877 Mora, Marcus 1,324.07 1,324.07 0.00 6604 Reg 10/22/2021 4858 Myrick, Nicholas 1.741.97 1.741.97 0.00 6605 10/22/2021 Reg 2419 Noah, Jeffrey 1,882.75 1,882.75 0.00 6606 Reg 10/22/2021 4409 Pearson, Courtnie 1,174.81 1,174.81 0.00 6607 10/22/2021 Reg 4358 Pearson, Rashad 1.785.07 1,785.07 0.00 6608 10/22/2021 4773 Reg Peperas, Trase 1.458.91 1.458.91 0.00 6609 Reg 10/22/2021 4796 Richards, Amanda 1,548.82 1,548.82 0.00 6610 10/22/2021 Reg 3830 Romero, Paula 912.42 912.42 0.00 6611 Reg 10/22/2021 4140 Rowland, Joseph 2.003.40 2.003.40 0.00 6612 10/22/2021 4347 Sacoman, Cheyanne 2,102.80 Reg 2,102.80 0.00 6613 Reg 10/22/2021 4705 Salmons, Miles 1,757.51 1,757.51 0.00 6614 Reg 10/22/2021 4739 Sandoval, Juan 1.639.55 1.639.55 0.00 Savedra, Victor 6615 10/22/2021 **45**04 1,590.64 Reg 1,590.64 0.00 6616 Reg 10/22/2021 4866 Skinner, Troy 1 741 98 1.741.98 0.00 6617 10/22/2021 4441 Reg 1,097.69 Stanhope, Shanna 1.097.69 0.00 6618 10/22/2021 4935 Thomas, Robin Reg 937.33 937.33 0.00 4764 4609 6619 Reg 10/22/2021 Townsend, Jacob 254.46 254.46 0.00 10/22/2021 6620 Reg Vega, Kevin 2.161.55 2,161,55 0.00 4722 Vega-Quinonez, Damaris 6621 Reg 10/22/2021 922.74 922.74 0.00 6622 Reg 10/22/2021 4405 Vigil, Denise 1,951.33 1,951.33 0.00 6623 10/22/2021 4704 Reg Waquie, Corbin 1.664.33 1,664.33 0.00 6624 10/22/2021 4139 Zilink, David Reg 1,793.44 1,793,44 0.00 6625 Reg 10/22/2021 4835 Beltran, Jasmine 1,257.08 1,257.08 0.00 6626 10/22/2021 Reg 4346 Saiz, Jeanette 1.473.86 1,473.86 0.00 10/22/2021 6627 Reg 2152 Shiplet, Richard 1,182.67 1,182.67 0.00 1,048.10 6628 Reg 10/22/2021 4442 Bell, Beatrice 1,048.10 0.00 6629 □ 10/22/2021 4768 Reg Chester, David 942.63 942.63 0.00 6630 10/22/2021 4845 1,015.28 Reg Hernandez, Ashley 1.015.28 0.00 Reg 10/22/2021 4444 Marchi, Anna 6631 1,374.56 1,374.56 0.00

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 Check/Voucher
 6567 To 6631

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Check Register	VALENCIA COUNTY Company (A590)	Check Date: Pay Period: Process:	10/22/2021 10/04/2021 to 10/17/2021 2021102201	Page 5

			Co	ompany (A590)		Process: 20211	02201	
Bank Account 99999999	Transit Number 107006813	Bank N BAN		T, LOS LUNAS, NM		Description Primary Account		
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6632 □	Reg	10/22/2021	4341	Tarry, Shannon		1,238.33	1,238.33	0.00
6633 🗖	Reg	10/22/2021	3790	Trujillo, Danielle		1,137.44	1,137.44	0.00
6634	Reg	10/22/2021	3005	Valdez, Sophia		1,272.11	1,272.11	0.00
6635	Reg	10/22/2021	4749	Worling, Kobi		1,456.23	1,456.23	0.00
107016	Reg	10/22/2021	4273	Tafoya, Kathryn		479.28	0.00	479.28
107017	Reg	10/22/2021	4391	Rael, Ernest		1,308.14	0.00	1,308.14
107018	Reg	10/22/2021	4836	Artiaga, Isaac		1,218.81	0.00	1,218.81
107019	Reg	10/22/2021	4654	Lozoya, Victor		1,176.36	0.00	1,176.36
107020 □	Reg	10/22/2021	5025	Montoya, Robert		1,108.80	0.00	1,108.80
107021	Reg	10/22/2021	5024	Silva, Joshua		768.56	0.00	768.56
107022	Reg	10/22/2021	5032	Wood-Mendez, Amanda	ı	1,147.24	0.00	1,147.24
107023	Reg	10/22/2021	4590	Regalado, Avelino		320.94	0.00	320.94
107024 □	Reg	10/22/2021	3446	Vargas Fleming, Jerrett		1,209.56	0.00	1,209.56
107025 □	Reg	10/22/2021	5004	Wells Jr, Donald		251.59	0.00	251.59
107026 □	Reg	10/22/2021	4326	Goldberg, Jamie		230.67	0.00	230.67
107027 □	Reg	10/22/2021	4961	Olivas, Alex		789.24	0.00	789.24
107028 □	Reg	10/22/2021	4808	Lafave, Christopher		1,715.05	0.00	1,715.05
Totals for Payroll C	Checks		275 Items			345,050.16	333,325.92	11,724.24
Third Party and Mis	c Chacks							
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6640 □	Transfer	10/20/2021	DirDep	Payroll Company		333,325.92	333,325.92	0.00
6641 🗆	Transfer	10/20/2021	Tax	Payroll Company		60,790.74	60,790,74	0.00
6642 □	Transfer	10/20/2021	Agency	Payroll Company		209,621.46	209,621.46	0.00
6643 □	Transfer	10/20/2021	Billing	Payroll Company		1,538.43	1,538.43	0.00
Totals for Third Pa	rty and Misc Ch	ecks	4 Items			605,276.55	605,276.55	
Totals for Accor	unt 99999999		Check Ty	vne	Count	Net Amount	Dir Dep	Net Check
				/ F -				
			Reg		275	345,050.16	333,325.92	11,724.24
			Transfer		4	605,276.55	605,276.55	0.00
			Totals		279	617,000.79 <b>0</b>	605,276.55 <b>0</b>	11,724.24
				e Net Check amounts for p is already included as part			ese totals. The Di	r Dep
Account Totals			Account		Count	Net Amount	Dir Dep	Net Check
			9999999	0	279	617,000.79	605,276.55	11,724.24
				,		1		
			Totals		279	617,000.79	605,276.55	11,724.24

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Check Register				NCIA COUNTY ompany (A590)	P	heck Date: 10/22/2 ay Period: 10/04/2 rocess: 202110	2021 to 10/17/20	Page 21 1
Bank Account 99999999	Transit Number	Bank N BAN		T, LOS LUNAS, NM		escription rimary Account		
Payroll Checks								
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6644 🗖	Reg	10/22/2021	3053	Espinoza, Curtis		2,072.46	2,072.46	0.00
Totals for Payroll (	Checks		1 Item			2,072.46	2,072.46	
Third Party and Mis	c Checks							
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6647 🗆	Transfer	10/20/2021	DirDep	Payroll Company		2,072.46	2,072.46	0.00
6648 🗖	Transfer	10/20/2021	Tax	Payroll Company		339.20	339.20	0.00
6649 🗆	Transfer	10/20/2021	Agency	Payroll Company		1,626.08	1,626.08	0.00
Totals for Third Pa	rty and Misc Ch	iecks	3 Items			4,037.74	4,037.74	
Totals for Acco	unt 99999999		Check Ty	уре	Count	Net Amount	Dir Dep	Net Check
			Reg		1	2,072.46	2,072.46	0.00
			Transfer		3	4,037.74	4,037.74	0.00
			Totals		4	4,037.74 <b>0</b>	4,037.74 <b>0</b>	0.00
Only the Net Check amounts for payroll checks are included in these totals. amount is already included as part of the Transfers amount.				ese totals. The Dir	Dep			
Account Totals			Account		Count	Net Amount	Dir Dep	Net Check

Totals

99999999

Run Date: 10/22/21 Run Time: 11:23 AM

Account Check/Voucher

4,037.74

4,037.74

4,037.74

4,037.74

0.00

0.00

4

99999999 6644 To 6649

MPL\_0201 (05/04/2010) > 2001-2010 MPAY

Check Registe	er			NCIA COUNTY Ompany (A590)	F	Check Date: 10/28/20 Pay Period: 10/04/20 Process: 2021102	21 to 10/17/20	Page 21 1
Bank Account 99999999	Transit Number	Bank N		T, LOS LUNAS, NM		Pescription	. N N	
Payroll Checks				1 200 201 110,1111	_	imary Account		
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6650 □	Reg	10/28/2021	3386	Reser, Justin		526.87	526.87	0.00
Totals for Payroll (	Checks		1 Item			526.87	526.87	
Third Party and Mis	sc Checks							
Check/Voucher	Check Type	Check Date	Payable to Id	Name		Net Amount	Dir Dep	Net Check
6653 □ 6654 □	Transfer Transfer	10/26/2021 10/26/2021	DirDep Tax	Payroll Company Payroll Company		526.87 156.98	526.87 156.98	0.00
Totals for Third Pa	arty and Mise Ch	iecks	2 Items			683.85	683.85	
Totals for Acco	unt 99999999		Check Ty	уре	Count	Net Amount	Dir Dep	Net Check
			Reg		1	526.87	526.87	0.00
			Transfer		2	683.85	683.85	0.00
			Totals		3	683.85 <sup>©</sup>	683.85 <b>0</b>	0.00
				e Net Check amounts for is already included as par			e totals The Dir	Dep
Account Totals			Account		Count	Net Amourf	Dir Dep	Net Check
			9999999	9	3	683.85	683.85	0.00
			Totals		3	683.85	683.85	0.00

Run Date: 10/27/21 Run Time: 1:38 PM

Account Check/Voucher

99999999 6650 To 6654

#### RESOLUTION NO. 2021-

#### **FY22 State Budget Adjustments**

evisions to 2021/2022 Budget - State Budget Adjustments

WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following state budget adjustments.

Fund-Dept-Line					
<u>item</u>	Line Item Name	LGBMS EQUIVALENT	Current Budget	Adjustment	Adjusted Budget
LGBMS FUND 1100	00 - GENERAL OPERATING				
401-100-39000	TRANSFER IN	11000-0001-61100	2,639,255.00	313,000.00	(2,326,255.00
Description	n: Transfer of GRT from fund 421	into fund 401 does not mate	th the budgeted reve	enues of \$1,500,00	0. All GRT
	recorded into fund 421 is then	transferred out to Fund 401			
401-100-51100	TRANSFER OUT	11000-0001-61200	-	91,875.00	91,875.00
401-100-51100	TRANSFER OUT	11000-0001-61200		40,000.00	40,000.00
Descriptio	n: 5 % Local match for HW2LP300	11 - El Cerro Mission Blvd. P	avement Rehabilitat	ion	
	5% Local match for HW2LP3003	2 - Van Camp Phase II Pave	ment Rehabilitation		
LGBMS FUND 2990	0 - OTHER SPECIAL REVENUE				
421-100-51100	TRANSFER OUT	29900-0001-61200	1,187,000.00	313,000.00	1,500,000.00
Description	n: Transfer of GRT from fund 421	into fund 401 does not mate	h the budgeted reve	nues of \$1,500,00	0. All GRT
	recorded into fund 421 is then	ransferred out to Fund 401.			
462-565-48025	EQUIPMENT	29900-2002-58020	678,540.00	(33,000.00)	645,540.00
462-565-48700	COMPUTER SOFTWARE	59900-2002-58999	6,000.00	33,000.00	39,000.00
Description	n: Software Purchase			0.00	
LGBMS FUND 3990	0 - OTHER CAPITAL PROJECTS				
322-100-37236	GRANT RECEIPTS	39900-0001-47398		50,000.00	50,000.00
322-100-37236	GRANT RECEIPTS	39900-0001-47398		300,000.00	300,000.00
322-100-37236	GRANT RECEIPTS	39900-0001-47398		97,000.00	97,000.00
322-100-37236	GRANT RECEIPTS	39900-0001-47398		135,000.00	135,000.00
322-100-37236	GRANT RECEIPTS	39900-0001-47398		1,745,625.00	1,745,625.00
322-100-37236	GRANT RECEIPTS	39900-0001-47398		760,000.00	760,000.00
322-100-39000	TRANSFER IN	39900-0001-61100		91,875.00	91,875.00
322-100-39000	TRANSFER IN	39900-0001-61100		40,000.00	40,000.00
322-620-45030	PROFESSIONAL SERVICES	39900-2002-55030		180,000.00	180,000.00
322-199-45300	CONTRACTUAL SERVICES	39900-2002-55999		300,000.00	300,000.00
322-508-480	EQUIPMENT	39900-2002-58020		50,000.00	50,000.00
322-199-48025	EQUIPMENT	39900-2002-58020		97,000.00	97,000.00
322-422-48025	EQUIPMENT	39900-2002-58020		135,000.00	135,000.00
322-620-4808	ROAD CONSTRUCTION	39900-2002-58090		800,000.00	800,000.00
322-620-4808	ROAD CONSTRUCTION	39900-2002-58090		1,657,500.00	1,657,500.00
Description	n: \$50,000 - To record F2928 awa	rd - FY2022 Interoperable C	ommunication Equip	ment for Public Sa	fety Departments

Description: \$50,000 - To record F2928 award - FY2022 Interoperable Communication Equipment for Public Safety Departments

\$300,000 - To record 21-F2939 award - FY2022 Administration Building Renovation

\$97,000 - To record 21-F2940 award - Purchase, equip, and install an emergency generator at VCDC

\$135,000 - To record 21-F2941 award - Purchase, equip, and install a full body x-ray scanner for VCDC

\$1,745,625 - To record FY2021/2022 TPF Funding - El Cerro Mission. Agency match is @ 5% of the project

\$760,000 - To record FY2021-2022 TPF Funding (NMDOT) - Van Camp Phase II pavement rehabilitation. Agency

match is @ 5% of the project.

#### VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS

# Done this I7th day of November, 2021 Gerard Saiz, Chair, District I Jhonathan Aragon, Vice-chair, District V Troy Richardson, Commissioner, District II David A. Hyder, Commissioner, District III Joseph Bizzell, Commissioner, District IV ATTEST: Mike Milam, County Clerk



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: Chairman, Gerard Saiz

Individual Making Request: DWI Coordinator, Ginny Adame

Presentation at Meeting on: November 17, 2021

Date Submitted: November 5, 2021

Title of Request: Resolutions for DWI Program Application and Compliance Program

Operation

#### **Action Requested of Commission:**

Approve or Disapprove

- (1) Resolution in support of the Village of Los Lunas/Valencia County DWI Program applying for Local DWI grant funding for fiscal year 2023.
- (2) Resolution in support of the Village of Los Lunas/Valencia County DWI Program to continue operation of Misdemeanor Compliance Program for fiscal year 2023.

#### **Information Background and Rationale:**

- (1) Last year, The Village of Los Lunas/Valencia County DWI program (VLL/VC DWI Program) appeared before the County and presented the Resolutions submitted for approval/disapproval above and received County approval of these Resolutions No. 2020-63 and 2020-64. In hopes of continuing the on-going support of the Valencia County Commission, the VLL/VC DWI Program seeks approval/renewal for the above submitted Resolutions. Additionally, the VLL/VC DWI Program would like to continue to provide an annual update to the County Commission along with the annual request for continued support of the VLL/VC DWI Program via the Resolutions presented above.
- (2) The VLL/VC DWI Program, with the support of the Local Magistrate Courts, and through County approval, has been successfully operating a Misdemeanor Compliance Program. The Misdemeanor Compliance Program is available to Magistrate and in rare cases Municipal and District Court Judges to provide, upon their sentencing, supervised probationary services for persons convicted for DWI, alcohol involved domestic violence, and other misdemeanors as deemed appropriate by the Courts and VLL/VC Misdemeanor Compliance Program. Due to the fact that this DWI Program is being operated through a Municipality, the Administration of Courts guidelines and State Statutes require that programs not being operated through the County get Resolutions annually to support the operation of Compliance Programs. As with the previous request, the VLL/VC DWI Program would like to provide an annual update to the County.

#### What is the Financial Impact of this Request?

- 1. As this resolution would allow for the continuance of the Village of Los Lunas to fiscally manage the DWI program, there would be no financial impact for operating this program for the County. The Local DWI program funding, through the Department of Finance and Administration (DFA)/Local Government Division, requires a 10% match and does not allow for any fiscal administration fees to be charged. The Village of Los Lunas provides in-kind to include all administration services along with a building, the Wellness Center located at: 3445 Lambros Loop NE, Los Lunas, NM 87031. The total of in-kind match provided by the Village of Los Lunas from fiscal year 2022 grant application is \$119,096.00. This program has 4 full-time employees, 2 part-time employees, and 2 contractors.
- 2. As this resolution would allow for the continuance of the VLL/VC Misdemeanor Compliance Program to continue operations through the Village of Los Lunas, there would be no financial impact for operating this program for the County. The Misdemeanor Compliance Program (according to the NOBLE data base on 11/10/2021) currently has 134 Active clients and this number grows weekly based upon newly convicted probationers largely served through the Magistrate Courts. This number does not include the 'Inactive' clients our program has on warrant status. When there are no misdemeanor probation services serving the local courts, offenders are less likely to complete sanctioned mandates which leads to bench warrants that then can lead to their arrest and incarceration into the already over crowed jail. Since the implementation of the DWI Compliance Program in July 2012, the recidivism rate has remained under 10%. In years previous to the inception of the Misdemeanor Compliance program, one of the highest rates of Valencia County Offenders who were reoffenders was 47%. When DWI offenders reoffend, there is jail time involved, which costs the County. With a decreased recidivism rate, there is a reduction in jail costs.

#### Legal:

By supporting the VLL/VC DWI Program's application to seek LDWI funding and by supporting this program's Misdemeanor Compliance Program, the County assumes no legal liability or financial responsibility.

#### Finance:

Fiscal year 2023 award totals have not yet been released; however, the funds available from FY 22 are: \$437,881.00 Distribution and \$86,000 in Grant for a total of: \$523,881.00.00. Additionally, as mentioned previously, administration fees cannot be charged outright, but can be counted as in-kind. The Distribution and Grant funds and any fees the DWI Program charges and receives can only be used for program services/operations and both the DWI Program and the fiscal agent are subject to rigorous audits that take place bi-annually. Any fiscal agent without a cleared audit is not able to apply for or receive Local DWI Distribution or Grant funding per DFA guidelines and regulations.

Pur	chasing:
$\boxtimes$	Not Applicable – Agenda Item Does Not Include the Purchase Goods and/or
Serv	rices (Rustin Porter)

☐ Procurement Complete as Described Below:



#### Village of Los Lunas, Valencia County LOCAL DWI PROGRAM

Small Community • Big Possibilities

3445 Lambros Loop, Los Lunas, NM 87031 ~ (Office) 505-859-3859 ~ (Fax) 505-352-3590

To Whom It May Concern,

November 10, 2021

Please find the attached: (1) Agenda Request form which provides responses for both Resolutions which are being submitted, (2) Resolutions (FY 23 County Commission Resolution and FY 23 County Commission Compliance Resolution). An annual report will be presented in support of the requested Resolutions. This Agenda Request and the items identified within is respectfully being submitted for inclusion during the November 17, 2021 County Commission meeting. Don't hesitate to contact me if you have any questions and/or if there is any additional information that is needed or desirable for inclusion.

Thank you in advance for your time, expertise, and support with this request.

Respectfully,

Ginny Adame **DWI** Coordinator Village of Los Lunas/Valencia Co. DWI Program 3445 Lambros Loop NE Los Lunas, NM 87031 (505) 352-7723 adameg@loslunasnm.gov

#### State of New Mexico Community-Based Process Programs

# Site Name & ID#: 511 <u>VALENCIA COUNTY DWI PROGRAM</u> Community Survey Findings Sheet- 2021 All Modules

#### **Prevention Goals and Objectives**

VLL-Valencia County DWI Program was contracted by OSAP in FY20 and FY21 to provide prevention planning and services in the county. One of the activities identified in the Scope of Work was the programs participation in the NM Community Survey process. Program staff and Coalition members assisted in the implementation of the survey. They also assisted in the development of the Needs Assessment, Capacity and Readiness Report, Intervening Variable Analysis, Guiding Questions Report, Focus Group Reports, and the Coalition Report. VLL-Valencia County DWI Program developed a Strategic Plan that is data driven and will meet the needs of the community. In adherence to the "stay-at-home" order, Valencia County, City offices, schools, and businesses remain closed, and the survey was conducted online only.

Program staff and its collaborative partners hared the survey link and URL via email and social media platforms. They solicited the help of the Coalition members and other collaborative partners including law enforcement to get the word out to everyone on their contact lists and to advertise the link on their newsletters and websites. Posters, flyers, phone calls, emails, and texts were sent to community members to solicit their participation in the survey. The survey link and URL was distributed to parents through the free lunch program. A flyer was attached to each lunch bag asking parents to support the program by participating in the completion of the survey.

The over-arching purpose of VLL-Valencia County DWI Program includes the following goals and objectives and were used as a way to measure changes in alcohol related problems in the county in FY21. The following goals and objectives in the SOW identified here are only those that relate directly to the NMCS data collection.

- **Goal 2:** Reduce underage drinking in Valencia County.
- **Objective 3**: Increase perceived risk of legal consequences for breaking underage laws by 3% by highly publicizing Underage Drinking Taskforce activities (party patrols, shoulder taps, compliance checks) in Valencia County by June 30, 2020.
- Goal 3: Reduce prescription painkiller misuse among youth and adults in Valencia County.
- **Objective 1:** Restrict social access to prescription painkillers from elderly in Valencia county by increasing their self-reported locking up of painkillers by 2% and reducing their self-reported sharing with others by 2% by June 30, 2020.

#### **Introduction:**

VLL-Valencia County DWI Program adheres to the substance abuse prevention planning processes and the concepts outlined in the Strategic Prevention Framework (SPF). SAMHSA's Strategic Prevention Framework (SPF) is a planning process for preventing substance use and misuse. The five steps and two guiding principles of the SPF offer prevention professionals a comprehensive process for addressing the substance misuse and related behavioral health problems facing their communities. The effectiveness of the SPF begins with a clear understanding of community needs and involves community members in all stages of the planning process.

The VLL-Valencia County DWI Program Director, the Valencia County OSAP Program Coordinator, and the Prevention Program Evaluation Team created a process for collecting countywide and statewide data to develop, edit, and disseminate a comprehensive needs assessment. This Needs Assessment is updated yearly to ensure that the most current data is available for prevention planning in the county. The data was also categorized by indicator listing its most current data, rank in the state, patters and trends between years, NM's most current data, and Valencia County comparison to state data. This helped program staff and its partners prioritize the data using a prioritization tool outlining. The tool groups the data into two major classifications: primary considerations and secondary considerations. Primary considerations include the severity of the problem, (county ranking within the state), rate, burden (both by number, size, social impact, and economic impact). Secondary considerations examine the data for its preventability/changeability impact, capacity and resources, perceived gaps between capacity/resources and need, and readiness both politically will and public concern.

#### **County Demographics:**

Valencia County comprises an area of 1,066.18 square miles with approximately one square mile of surface water. Valencia County is bordered on the north by Bernalillo County and the Pueblo of Isleta. On the western border is Cibola County, on the east Torrance County and the Monzano Mountains. Finally, to the south is Socorro County. The Rio Grande River runs all the way through Valencia County. The three bridge crossings are located in Los Lunas, Belen and one just south of Belen.

The diverse landscape of Valencia County includes desert plains leading to the foothills of the Monzano Mountains in the east, the Rio Grande Valley, and the Bosque area along the river. In the west, one finds mesas, volcanic areas, and more desert plains.

Although Valencia County has recently been given a federal designation of Urban, with the exception of Los Lunas, it mostly appears to be rural. There are small farms throughout Valencia County. Many are just a few acres growing crops such as alfalfa and chili. In the eastern part of Valencia County, the Meadow Lake and El Cerro Mission areas are mainly traversed by dirt road.

There is one area of strong growth in Valencia County, despite overall loss of population the past several years. Los Lunas has grown extensively in the past few years. It is a bedroom community for Albuquerque. Many new businesses have come to Los Lunas. There are also plans in the works to add a new and much needed off ramp from I-25. This would help relieve the chronic traffic congestion on Main Street caused by having only one-off ramp for Los Lunas. Although, the growth of this city creates opportunities, it brings challenges to the community as well. The growth has caused a greater demand for safe and affordable housing which is lacking in Los Lunas and elsewhere in the county.

The population of Valencia County is centered mostly in the many small communities and the five incorporated townships which are located along the Rio Grande corridor and the adjacent mesas. Rio Communities has recently become incorporated. The communities in the East Mesa area include Meadow Lake, El Cerro, Monterey Park, Las Maravillas, Tierra Grande, and Rio Communities. The valley communities consist of Bosque Farms, areas of the Pueblo of Isleta, Peralta, Los Lunas, Los Chavez, Tome-Adelino, Belen, Casa Colorado, and Jarales. Most of these areas are unincorporated, with the exception of Belen, Los Lunas, Bosque Farms, Rio Communities, and Peralta. The unincorporated areas are under the jurisdiction of Valencia County and its' county commission.

A steady percentage of documented and undocumented immigrants, many of whom are monolingual Spanish speakers, reside predominantly in the East Mesa area. In contrast, there has been a recent explosive increase in population in Valencia County due to the new housing developments on the West Mesa and people, including retirees, moving to the county because of the suburban, small-town, and rural lifestyles, and more affordable housing opportunities. Adding to the diversity, a number of independent-minded residents choose to live in the more outlying and remote areas of the county, some are living "off the grid", without electricity, local water, and other services. These individuals and families often times must commute 10 to 30 miles or more over poorly maintained roads to find basic or emergency health care (School of Dreams FDGM proposal).

<u>Demographics:</u> According to the U.S. Census Bureau, State & County Quick Facts, in 2019 the population estimate for Valencia County was 76.585 persons which represents a population, percent change between April 1, 2010 (estimates base) to July 1, 2019, (V2019) of 0.1%. The following tables describe the age distribution and race/ethnicity of county residents.

Persons Under 5	Persons Under 18	Persons 65 or Over	Males	Females
Percent	Percent	Percent	Percent	Percent
5.7%	23.3%	18.2%	50.1%	49.9%

Race/Ethnicity	White (not Hispanic)	Hispanic or Latino	American Indian/Native American	Native Hawaiian or Other Pacific Islander	Asian	Black or African American	Persons with Two Or More Races
Percent of Population	31.9%	61.1%	6.4%	0.2%	0.8%	1.8%	2.4%

17.6% of persons living in Valencia County live in poverty compared to 18.2% in the state and 10.5% in the US. The median household income in Valencia County is below NM and US rates. Median household income in the County is \$48,945 (2015-2019). Unemployment rate increased from 5.0% to 7.1% since the COVID-19 pandemic. The unemployment rate in NM is 7.5% up from 6.2%. New Mexico median household income is \$49,754 and US median household income is \$62,843. Per capita income in the past 12 months was \$23,675 (2015-2019). 84.5% of Valencia County's population are high school graduates or higher (persons 25 years or older). 18.5% have a bachelor's degree or higher. 6.8% of residents are foreign born persons and 6,203 identified as Veterans (US Census 2019).

15.1% of grandparents are raising their grandchildren and live-in poverty. 21.9% of households receive SNAPS and 10.7% of children do not have a parent in the workforce. Teen birth rate is 24.8% (15-19 years old). 5.5% of children are uninsured (0-18 years old). Teen death rate is extremely high with 97.1% per 100,000 (15-19 years old). Child abuse rate was 16.0% in 2018 (per 1,000). (2020 NM Kids Count).

Indicator	Valencia County	New Mexico (NM)
	(%)	(%)
Grandparents Raising Grandchildren and Live In	15.1	23.0
Poverty		
No Workforce	10.2	8.0
Households Receiving SNAPS	21.9	17.4
Teen Birth Rate (15-19 Years Old)	24.8	27.6
Uninsured Children (0-18 Years Old)	5.5	5.7
Teen Death Rate (15-19 Years Old-Per 100,000)	97.1	32.0
Child Abuse Rate (per 1,000)	16.0	15.0
Unemployment	7.1	7.5

Please note when interpreting these findings that tables do not always contain the actual wording of the question. Please refer to the survey itself for precise language.

#### I. Demographic Characteristics

 Table 1.1 Demographic characteristics of community

Age	Number of eligible respondents	N= 679
18-20         1.8           21-25         4.1           26-30         5.2           31-40         15.6           41-50         18.4           51-60         20.8           61-70         20.9           71 or older         13.2           Self-perceived gender           Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity           White         46.5           Hispanic         48.2           Native Am		
26-30         5.2           31-40         15.6           41-50         18.4           51-60         20.8           61-70         20.9           71 or older         13.2           Self-perceived gender           Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity           White         46.5           Hispanic         48.2           Native American         0.6           African American         0.6 <td></td> <td></td>		
26-30   5.2   31-40   15.6   41-50   18.4   51-60   20.8   61-70   20.9   71 or older   31.2   Self-perceived gender   Female   65.8   Male   32.8   Transgender Man   0.3   Transgender Woman   0.0   Gender nonconforming   0.4   Additional gender category   0.0   Prefer not to answer   0.7   Sex Assigned at Birth   Male   32.9   Female   67.1   Sexual Orientation   Straight/heterosexual   90.3   Lesbian/gay   3.1   Bisexual   2.9   Queer/pansexual/questioning   0.7   Different identity   0.4   Prefer not to answer   2.7   Race/Ethnicity   White   46.5   Hispanic   48.2   Native American   0.6   African American   0.6   African American   0.6   African American   0.6   African American   0.9	21-25	4.1
31-40		5.2
41-50		
61-70         20.9           71 or older         13.2           Self-perceived gender           Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         White         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9		18.4
71 or older         13.2           Self-perceived gender         65.8           Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth         32.9           Female         67.1           Sexual Orientation         5           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         White         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	51-60	20.8
Self-perceived gender         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth         32.9           Female         67.1           Sexual Orientation         90.3           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity           White         46.5           Hispanic         48.2           Native American         0.6           African American         0.6           African American         0.9	61-70	20.9
Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	71 or older	13.2
Female         65.8           Male         32.8           Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Self-perceived gender	
Transgender Man         0.3           Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9		65.8
Transgender Woman         0.0           Gender nonconforming         0.4           Additional gender category         0.0           Prefer not to answer         0.7           Sex Assigned at Birth         32.9           Female         67.1           Sexual Orientation         5traight/heterosexual           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Male	32.8
Gender nonconforming       0.4         Additional gender category       0.0         Prefer not to answer       0.7         Sex Assigned at Birth       32.9         Female       67.1         Sexual Orientation       5         Straight/heterosexual       90.3         Lesbian/gay       3.1         Bisexual       2.9         Queer/pansexual/questioning       0.7         Different identity       0.4         Prefer not to answer       2.7         Race/Ethnicity       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Transgender Man	0.3
Additional gender category       0.0         Prefer not to answer       0.7         Sex Assigned at Birth       32.9         Female       67.1         Sexual Orientation       90.3         Straight/heterosexual       90.3         Lesbian/gay       3.1         Bisexual       2.9         Queer/pansexual/questioning       0.7         Different identity       0.4         Prefer not to answer       2.7         Race/Ethnicity       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Transgender Woman	0.0
Prefer not to answer         0.7           Sex Assigned at Birth         32.9           Female         67.1           Sexual Orientation         90.3           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Gender nonconforming	0.4
Sex Assigned at Birth           Male         32.9           Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Additional gender category	0.0
Male       32.9         Female       67.1         Sexual Orientation         Straight/heterosexual       90.3         Lesbian/gay       3.1         Bisexual       2.9         Queer/pansexual/questioning       0.7         Different identity       0.4         Prefer not to answer       2.7         Race/Ethnicity       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Prefer not to answer	0.7
Female         67.1           Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         White           White         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Sex Assigned at Birth	
Sexual Orientation           Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         White           White         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Male	32.9
Straight/heterosexual         90.3           Lesbian/gay         3.1           Bisexual         2.9           Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Female	67.1
Lesbian/gay       3.1         Bisexual       2.9         Queer/pansexual/questioning       0.7         Different identity       0.4         Prefer not to answer       2.7         Race/Ethnicity         White       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Sexual Orientation	·
Bisexual       2.9         Queer/pansexual/questioning       0.7         Different identity       0.4         Prefer not to answer       2.7         Race/Ethnicity         White       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Straight/heterosexual	90.3
Queer/pansexual/questioning         0.7           Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           White         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Lesbian/gay	3.1
Different identity         0.4           Prefer not to answer         2.7           Race/Ethnicity         46.5           White         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Bisexual	2.9
Prefer not to answer         2.7           Race/Ethnicity         46.5           White         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Queer/pansexual/questioning	0.7
Race/Ethnicity           White         46.5           Hispanic         48.2           Native American         1.9           Asian American         0.6           African American         0.9	Different identity	0.4
White       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Prefer not to answer	2.7
White       46.5         Hispanic       48.2         Native American       1.9         Asian American       0.6         African American       0.9	Race/Ethnicity	
Native American 1.9 Asian American 0.6 African American 0.9	•	46.5
Native American1.9Asian American0.6African American0.9	Hispanic	48.2
African American 0.9	Native American	1.9
	Asian American	0.6
Other 1.9	African American	0.9
	Other	1.9

Table 1.2 Demographic characteristics of community

Number of eligible respondents	N= 676
<b>Education Level</b>	%
Less than high school	3.4
High school or GED	18.3
Currently an undergraduate	3.6
Some college	31.7
College or above	43.0
Military Service Status	
Active Duty	0.0
Veteran	9.3
Parent/Caretaker of Someone under 21 Living in the household (n=216)	31.9
Children's age	
Under age 5	28.7
5-11	40.7
12-17	54.2
18-20	21.3
Past 30-day Housing Stable	99.3
Number of Spanish Paper Surveys*	8

<sup>\*</sup>If in the output you only find the number of surveys in English, it means that you don't have any surveys in Spanish.

#### II. Alcohol Outcomes and Intervening Variables

Distributions of each response category are provided below for the alcohol-related intervening variables and outcomes. Percentages of dichotomized outcomes by age groups are provided as well.

Table 2.1. Means, ranges, and percentages of alcohol use outcomes overall and by sex.

Outcomes		Overall	Men	Women			
Outcomes	% of Yes	Mean (SD)	Range	% of Yes	% of Yes		
Past 30-day alcohol use (n=297)	46.3	NA	NA	51.2	44.3		
Past 30-day binge drinking	Past 30-day binge drinking						
All respondents (n=69)	10.8	.65times	3.2	16.7	8.0		
Current users* only (n=69)	23.2	1.4times	4.6	32.7	18.0		
Past 30-day driven under influence	e						
All respondents (n=2)	0.3	.00times	.05	0.5	0.2		
Current users* only (n=2)	0.7	.01times	.08	0.9	0.5		
Past 30-day driven after binge drinking							
All respondents (n=2)	0.3	NA	NA	0.5	0.2		
Current users* only (n=2)	0.7	NA	NA	0.9	0.5		

<sup>\*</sup>Current users: anyone who has had alcoholic drink in the past 30 days.

**Table 2.2** Percentages of alcohol use outcomes by age groups among all respondents.

Age Range	Past 30-day alcohol use %	Past 30-day binge drinking %	Past 30-day driven under influence %	Past 30-day driven after binge drinking %
18-25	40.5	13.5	2.7	0.0
18-20	27.3	18.2	0.0	0.0
21-25	46.2	11.5	3.8	0.0
26-30	51.4	5.7	0.0	0.0
31-40	47.5	14.1	0.0	0.0
41-50	53.9	21.7	0.9	0.0
51-60	44.1	9.6	0.0	0.7
61-70	45.1	5.3	0.0	0.0
71+	40.7	3.5	0.0	1.1

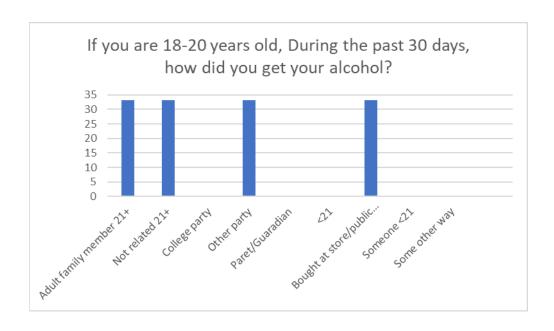
Table 2.3 Perceptions of risk/legal consequences of alcohol consumption (Total Sample).

Table 2.3 Terceptions of fisk legal consequ	%				
Perception of risk/legal consequences	Very likely	Somewhat likely	Not very likely	Not at all likely	Don't know
Likelihood of police breaking up parties where teens are drinking	13.9	26.2	20.7	9.2	30.0
Likelihood of police arresting an adult for giving alcohol to someone under 21	21.4	22.8	18.4	8.7	28.6
Likelihood of being stopped by police if driving after drinking too much	27.8	36.7	16.6	4.9	14.0
	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
Problems due to drinking hurts community financially	9.4	2.6	17.5	39.8	30.7
Access to alcohol	Very easy	Somewhat easy	Somewhat difficult	Very difficult	Don't know
Ease of access to alcohol by teens in the community	28.0	34.5	10.9	2.6	24.0
Ease of access to alcohol by teens in the community from stores and restaurants	4.3	16.1	32.6	21.6	25.4
Social Access	Total	Men	Women		
Provided alcohol for minors past year	1.7	0.5	2.3		

Table 2.4 Percentages of perceived risk/legal consequences of alcohol consumption by age groups.

A seess to Alaskal	Age groups (%)								
Access to Alcohol	18-20	21-25	18-25	26-30	31-40	41-50	51-60	61-70	71 +
Very or somewhat difficult for teens to access to alcohol in the community	16.7	28.0	25.8	29.0	20.3	20.0	18.9	11.8	8.2
Very or somewhat difficult for teens to access to alcohol from stores and restaurants	77.8	68.4	71.4	87.1	86.1	68.5	71.8	66.7	64.9
Purchasing/sharing of alcohol with a minor over past year (Yes)	0.0	7.7	5.4	2.9	2.0	2.6	1.5	0.7	0.0
Perception of risk/legal consequences (alcohol)	18-20	21-25	18-25	26-30	31-40	41-50	51-60	61-70	71 +
Very or somewhat likely for police to break up parties where teens are drinking	66.7	57.1	59.3	69.2	54.4	45.6	56.3	60.7	69.5
Very or somewhat likely for police to arrest an adult for giving alcohol to someone under 21	66.7	77.3	75.0	64.3	65.2	55.8	57.8	58.6	72.6
Very or somewhat likely being stopped by police if driving after drinking too much	77.8	84.0	82.4	73.5	79.8	73.1	74.6	74.1	71.4
Agree or strongly agree that problems due to drinking hurts community financially	45.5	65.4	59.5	57.1	63.0	68.6	67.9	78.1	83.9

Figure 2.1. Sources of obtaining alcohol for respondents 18-20 years old who reported drinking alcohol in the past 30 days. (n=3)



#### III. Prescription Painkiller Outcomes and Intervening Variables

Distributions of each response category are provided below for the prescription painkiller-related intervening variables and outcomes. Percentages of dichotomized outcomes by age groups are provided as well.

**Table 3.1.** Means and percentages of prescription drug use outcomes overall and by sex.

Outcomes	(	Overall	Men	Women
Outcomes	% of Yes	Mean (SD)	% of Yes	% of Yes
Prevalence of receiving Rx painkiller past year (n=130)	20.3	NA	23.7	18.9
Past 30-day Rx painkiller use for any reason (n=70)	12.7	9.7days (current users <sup>a</sup> only)	14.3	12.0
Past 30-day painkiller use to get high				
All respondents (n=3)	0.5		0.0	0.7
Current users* only (n=3)	4.4		0.0	7.0

*Note.* Ns are for overall estimates only.

<sup>\*</sup>Current users: anyone who has used Rx painkillers in the past 30 days.

Table 3.2 Access to naloxone

Outcomes	% of Yes	Don't Know
When having been prescribed painkillers last year		
Were prescribed naloxone as well	30.2	0.0
Talked about risks in using Rx painkillers		
Healthcare provider	57.7	NA
Pharmacy staff	33.1	NA
Talked about storing Rx painkillers safely		
Healthcare provider	38.5	NA
Pharmacy staff	27.7	NA
Have access to naloxone when having used painkillers in the past 30 days	40.0	3.3

Table 3.3. Percentages of prescription drug use outcomes by age groups among all respondents.

Ages	Prevalence of receiving Rx painkiller past year	Past 30-day Rx painkiller use for any reason	Past 30-day Rx painkiller use to get high
18-25	13.9	11.9	2.8
26-30	14.3	3.1	0.0
31-40	19.2	13.6	2.1
41-50	24.1	12.4	0.0
51-60	22.4	15.0	0.0
61-70	19.4	12.7	0.0
71 +	19.5	12.8	0.0

Table 3.4 Estimates for prescription painkiller intervening variables (Total Sample).

Disk of House	%					
Risk of Harm	No risk	Slight risk	Moderate Risk	Great risk		
Perceived risk of harm with misusing Rx painkillers	1.6	9.7	26.1	62.6		
Social Access	Yes	No				
Giving or sharing Rx painkillers in past year	1.6	98.4				
Rx painkillers stored in locked box or cabinet*	35.8	64.2				

<sup>\*</sup>We exclude respondents who indicate they have no prescription painkillers from this estimate.

Table 3.5. Estimates (percentages) for prescription painkiller intervening variables by age

groups.

D' L CH	Age Range						
Risk of Harm	18-25	26-30	31-40	41-50	51-60	61-70	71 +
Perceived moderate or great risk of harm with misusing Rx painkillers	83.3	80.0	87.9	88.1	87.2	91.6	94.1
Social Access	18-25	26-30	31-40	41-50	51-60	61-70	71 +
Giving or sharing Rx painkillers in past year	2.9	0.0	2.1	0.9	2.3	0.8	2.4
Rx painkillers stored in locked box or cabinet*	36.4	44.4	50.0	25.0	43.5	35.9	16.7

<sup>\*</sup>Excluding respondents who indicate they have no prescription painkillers from this estimate.

Figure 3.1. Sources of prescription painkillers among current users. (n=70)

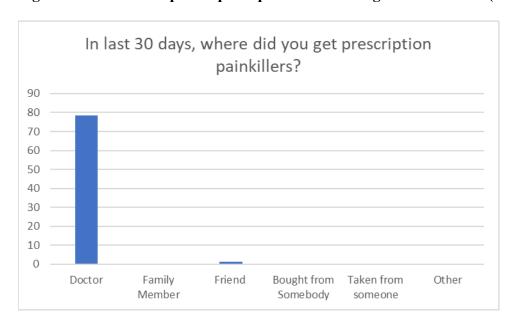


Figure 3.2. Reasons for prescription painkillers use in the past year. (n=212)

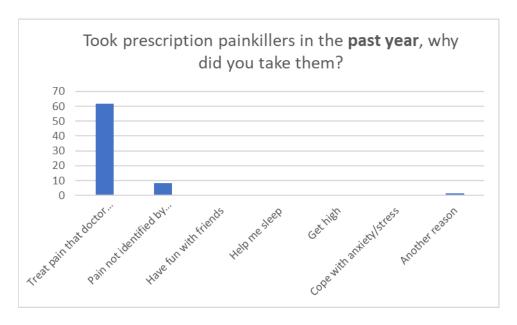


Figure 3.3 Understanding of the NM Good Samaritan Law (n=609)

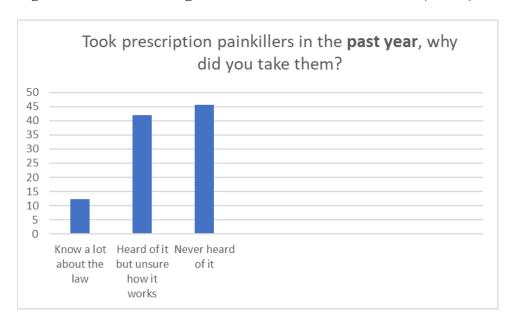
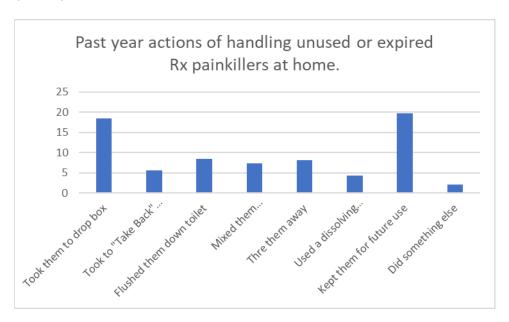


Figure 3.4. Past year actions of handling unused or expired Rx painkillers at home. (n=234)



#### IV. Parental behaviors

Percentages are provided below for overall sample and by biological sex for access to ATOD via parents.

**Table 4.** Parents of minors residing in household reporting providing ATOD to a minor last year.

Outcomes		%			
Outcomes	Overall	Men	Women		
Parents who reported providing alcohol to a minor (n=204	3.4	0.0	4.8		
Parents who reported sharing Rx drugs (n=196)	2.0	1.8	2.1		
Parents who reported locking up Rx painkillers*(n=52)	44.2	57.1	35.5		

<sup>\*</sup>Excluding respondents who indicate they have no prescription painkillers from this estimate.

#### **ACES** module

ACES. T1 The number of ACES experienced before age 18.

	%
# of ACES (N=584)	
0	31.7%
1	19.7%
2	14.9%
3 or more	33.7%

Percentages are provided below for overall sample and by biological sex for the outcomes of interest.

PFS2020 T1. Percentages of substance use overall and by sex.

		%	
Substances	Overall	Men	Women
Methamphetamine			
Past 12-month use (n=596)	0.5%	0.5%	0.5%
Past 30-day use (n=596)	0.3%	0.5%	0.2%
Heroin past 30-day use (n=592)	0%	0%	0%
Rx pain reliever past 30-day use (n=594)	1.3%	1.1%	1.5%
Polysubstance			
Past 12-month use (n=595)	3.2%	3.7%	3%
Past 30-day use (n=595)	1.5%	2.6%	1%

#### **Summary of 2021 Community Survey Findings**

#### **INTRODUCTION:**

After elimination of questionnaires from those under 18 years of age, those who are not Valencia County residents, and those without the New Mexico residency requirement, a total of 679 surveys were available for analysis. All surveys were collected online.

Regarding gender and race, the survey respondents were as follows - Hispanics represented 48.2% of the sample, Whites 46.5%, Native Americans 1.9%, Asian American 0.6%, African American 0.9%, and those that identified as "other" comprised 1.9% of the survey respondents. Gender was largely represented by females at 67.1% with males at 32.9%. 3.1% identified as lesbian/gay, 2.9% as Bisexual, 0.7% as queer/pansexual/questioning, 0.4% as different identity, and 2.7% preferred not to answer the gender question. The data collected in this survey for Race and Ethnicity was slightly unbalanced. It was however, closely proportioned in comparison to the Valencia County population census with Hispanics and Native Americans somewhat underrepresented (Whites 31.9%, Hispanic 61.1%, and Native Americans 6.4%), therefore the data cannot be interpreted as biased.

An effort was made to reach the male population in FY21 given that in previous years this demographic scale has leaned heavily toward the female gender in terms of number of women reached. VLL-Valencia County DWI program staff worked diligently with all its partners to advertise, encourage participation, and request support for meeting its goal.

Age distribution was not as well balanced with the largest sample representing the 31-70 age groups. Reaching the target population of 18-25-year-old young adults was difficult in FY21 due to the university's closure as a result of the pandemic.

VLL-Valencia County DWI Program volunteers and program staff provided potential survey participants with a post card highlighting the online address for electronic surveying. They provided the Coalition membership and other partners with the link and URL so that it could be distributed in various Facebook accounts, twitter, e-mail, newsletters, and websites.

18.3% of the sample reported having completed high school or GED, 28.9% indicated having some college, 31.7% said they have some college. 3.6% are currently an undergraduate. 3.4% have less than high school education. 43.0% completed college or above.

99.3% reported having stable housing the past 30-days. Transitions and mobility are community risk factors for four of the problem adolescent behaviors; substance abuse, depression and anxiety, delinquency, and school drop-out. Community stability is important to the well-being in the county therefore the large number of individuals reporting having stable living arrangements represents resiliency and commitment to the community.

#### Alcohol Use

• The rating of the level of ease for accessing alcohol by teens in the community from stores and restaurants and from the community showed positive outcomes in 2021. The survey result seen in these samples show that 62.5% said "very easy" or "somewhat easy" for teens to access alcohol in the community indicating a -8.5% decrease from 2020 (decrease is the desired outcome). 20.5% said the same for accessing alcohol from stores and restaurants. This was a -6.8% decrease from 2020. Both these indicators are moving in the right direction.

25.8% of the 18-25-year-old young adults said it is very or somewhat difficult for teens to access alcohol in the community while 71.4% said it was very or somewhat difficult for teens to access alcohol from stores and restaurants. Access to alcohol by youth from the community increased significantly (148.0%) from 2020. Unfortunately, access to alcohol by youth from stores and restaurants decreased by 21.2%, showing an unexpected finding. Increase is the desired outcome.

1.7% of adults reported providing alcohol to minors (0.5% males and 2.3% females). This rate is a decrease of -22.7% from 2020 showing a positive outcome (lower is the desired outcome). The Underage Drinking Taskforce implemented 7 party patrols and 3 compliance checks. Two (2) saturation patrols and 2 checkpoints were implemented.

Of the 18-25 age group, 5.4% young adults purchased or shared alcohol with minors. Inconsistent with that data and somewhat surprising for the reduction in the provision of alcohol to youth <21, is that the perception of the likelihood of police arresting an adult for giving alcohol to minors decreased by -8.4%. Typically, when perception of the risk and legal consequences for breaking alcohol laws decrease the problem behaviors will rise.

- VLL-Valencia County DWI Program measured alcohol consumption by total sample, gender and by age. Past 30-day use of alcohol was 46.3% in FY21 (51.2% for males and 44.3% for females). There was a decrease of -2.5% in alcohol use between FY20 and FY21 indicating positive findings.
- For all respondents, the rate for binge drinking (5 or more drinks on one occasion) is 10.8% in FY21; 16.7% of males and 8.0% of females. This data shows a decrease of 3.6% indicating a positive result. The NM Substance Abuse Epidemiology Profile shows an overall decrease in binge drinking in the county as well down from a rate of 15.4 in 2017 to 11.4 in 2019, showing a positive finding.
- Not uncommon to the state rates, the young adults ages 18-20 and 21-25 in Valencia County are the age groups with high percentages of past 30-day binge drinking, driving under the influence, and past 30-day driving after binge drinking. 11.5% of the 21-25-year-old age group reported past 30-day binge drinking. 3.8% of the 21-25 and 2.7% of the 18-25 age group reported past 30-day driving under the influence.

• 0.3% of all survey respondents reported driving under the influence in FY21. Data remained the same between FY20 and FY21. 0.3% reported driving after binge drinking in FY21, a decrease from FY20 of -40.0%. Alcohol use, binge drinking and past 30-day driving after binge drinking are higher among males.

Program staff coordinated quarterly meetings with the DWI Planning Council and Law Enforcement Agencies. At some of those meetings the group discussed funding possibilities and strategies for implementing party patrols, saturation patrols, shoulder taps, and checkpoints. Funding from DFA allowed for these initiatives in FY21. VLL-Valencia County DWI program ensured that enforcement efforts reinforced and supported a decrease in drinking and driving and binge drinking and driving.

The collaboration between the Underage Drinking Taskforce, the DWI Planning Council, the media, and other community partners regarding DWI and binge drinking, and driving may have also contributed to positive findings in the alcohol use outcomes measured in the NMCS.

- VLL-Valencia County DWI Program measured the perception of risk and legal consequences of alcohol consumption for the total sample, gender, and age groups. 40.1% of the survey respondents indicated the likelihood of police breaking up parties where teens are drinking (a decrease of -14.5% from FY20). The likelihood of police arresting and adult for giving alcohol to someone under 21 decreased as well. It decreased by -8.4% indicating an unexpected finding. Data for these two indications are showing unexpected findings and are moving in the wrong direction (increase is the desired outcome).
- On the positive side, 64.5% of survey participants indicated the likelihood of being stopped by police if driving after drinking too much, a 2.9% increase from FY20 (increase is the desired outcome). Consistent with this alcohol use outcome data, drinking and driving remained the same and binge drinking and driving reduced between 2020 and 2021. The rise in the likelihood of the risk and legal consequences for being stopped by police for a DWI may have impacted the alcohol use outcomes measured in this survey.

There was a focus on raising awareness regarding the risk and legal consequences for breaking alcohol laws including during the COVID-19 stay-at-home order. These activities were conducted by the Underage Drinking Taskforce, the DWI Planning Council, the Community Wellness Council, and other community partners.

- Most survey respondents are reporting the source for obtaining alcohol to be an adult family member, someone <21 years unrelated to them, at some type of party, and they personally bought it. All these indictors equally showed a 33.3%.
- 70.5% of the respondents "strongly agree" or "agree" that problems due to drinking hurt the community financially. This is encouraging given the obvious most visible problems associated to alcohol that the county is experiencing. 59.5% of the young adults 18-25 reported the same.

## Prescription Drug Use

Three of the six prescription painkiller misuse indicators showed positive outcomes between 2020 and 2021.

- 88.7% of the participants said that there is risk of harm with misusing Rx painkillers, a 2.8% decrease from FY20. Increase is the desired outcome. 83.3% of the 18-25 age group perceive moderate or great risk of harm with misusing Rx painkillers.
- An encouraging number of survey participants indicated that they did not give or share Rx painkillers in the past year (98.4%). This indicator is revealing positive changes between years with a significant reduction of -60.0% from FY20. 2.9% of the 18-25 age group gave or shared Rx painkillers the past year.
- 35.8% of the survey participants said they locked up their medications in a locked box or cabinet, a -25.8% reduction showing unexpected findings. 36.4% of the 18-25 age group reported storing their Rx painkillers in a locked box or cabined. 2.0% of parents reported sharing Rx drugs and 44.20% reported locking up Rx painkillers.
- Prevalence of receiving Rx painkillers the past year reduced by -20.0% from 2020. 20.3% indicted prevalence of receiving Rx painkillers in FY21 compared to 25.4% in 2020 (decrease is the desired outcome). Past 30-day painkiller use to get high showed positive findings. It reduced by -58.3% moving in the right direction. 12.7% indicated 30-day Rx painkiller use for any reason a 71.6% increase. This data includes use by legal means.
- The largest reason given by respondents for taking medication was to treat pain (61.8%) that a doctor or dentist identified. 8.5% of the individuals used painkillers for pain not identified by a physician. 0.5% used them to help with sleep and 0.5% used them to "cope". 1.4%% used for "another reason". This data is alarming because several respondents used painkillers for reasons the medication is not intended for. 78.6% were prescribed painkillers by a physician and 1.4% got painkillers from a friend. This data is also alarming given the widespread use of opioids in the county and in New Mexico.
- 18.4% of the survey participants said they took their unused Rx medications to a medication drop box. 5.6% took them to a "Take Back" event. 8.5% flushed them down a toilet and 7.3% mixed them with an unappealing substance. 8.1% threw them away some other way while 4.3% used a dissolving solution to destroy them. 19.7% of the survey participants kept them for future use. 2.1% did something else with their unused medications.
- The NM Good Samaritan Law states the following, "No person who in **good** faith, and not for compensation, renders emergency medical or nonmedical care at the scene of an emergency shall be liable for any civil damages resulting from any **act** or omission". 42.0% of the respondents have heard of the law but unsure of how it works. 12.3% indicated they know a lot about the law, but 45.6% said they have never heard of the law. Awareness of this law is important because this protection is intended to reduce bystanders' hesitation to assist, for fear of being sued or prosecuted for unintentional

injury or wrongful death. This law offers legal protection to people who give reasonable assistance to those who are, or who they believe to be, injured, ill, in peril, or otherwise incapacitated. ... By contrast, a duty to rescue **law** requires people to offer assistance and holds those who fail to do so liable.

Given the illegal drug epidemic in NM, the risk of drug overdoses, and the need for the administration of Naloxone/Narcan on individuals who may be overdosing on opioids, it is becoming more apparent that the community have higher access to and knowledge about the law and about the proper use of Naloxone/Narcan. Naloxone is a medication designed to rapidly reverse opioid overdose. It is an opioid antagonist—meaning that it binds to opioid receptors and can reverse and block the effects of other opioids. It can very quickly restore normal respiration to a person whose breathing has slowed.

## Adverse Childhood Experiences (ACES) Module

The ACE's Module was one that was sensitive in nature and difficult for participants to respond to due to the nature of the questions. Of the six hundred-seventy-nine (679), only five hundred eighty-four (584) participants answered the questions in this module. There were eleven (11) questions listed on this survey. The questionnaire focused on the experiences an individual is immersed in when living in a home with several adverse circumstances such as depression, mental illness, suicide, alcoholism, substance abuse, divorce, and/or abuse including sexual abuse. The analysis categorized the percentage for the total sample by counting the number of times an individual reported experiencing a childhood adverse experience. The analysis indicates that 31.7% of the respondents experienced an adverse childhood experience while 19.7% experienced it once, and 14.9% twice. An alarming 33,7% reported having experienced adverse childhood experiences three times or more.

The following tables illustrate community survey findings for FY 2016-2021. The arrows indicate whether there was and increase or decrease between years. The table points out whether lower or higher is the desired outcome as it relates to the indicators outlined within its content category.

Percentages of alcohol use outcomes overall and by sex (Decrease is the desired outcome)

Outcomes	% of Yes 2016 N=542	% of Yes 2017 N=254	% of Yes 2018 N=382	% of Yes 2019 N=281	% of Yes 2020 N-446	% of Yes 2021 N-679	Increase or Decrease from 2020 (Illustrated by arrow)	Percentage Change from Between 220 and 2021 (%)
Past 30-day alcohol use.	40.3%	40.5%	42.9%	43.2%	47.5%	46.3%	<b>↓</b>	-2.5%
Binge Drinking (5 or more drinks in 1 occasion).	10.7%	11.4%	15.5%	18.5%	11.2%	10.8%	<b>↓</b>	-3.6%
DWI.	2.6%	7.1%	2.7%	1.5%	0.2%	0.3%	<b>†</b>	49.9%
Binge Drinking and Driving (Driving after having had 5 or more drinks.	4.9%	9.9%	1.9%	1.5%	0.5%	0.3%	<b>+</b>	-40.0%
Provided alcohol for minors past year.	5.5%	14.0%	4.7%	1.9%	2.2%	1.7%	<b>↓</b>	-22.7%

<sup>•</sup> Highlighted in Blue Are Positive Outcomes

Perceptions of risk/legal consequences of alcohol consumption

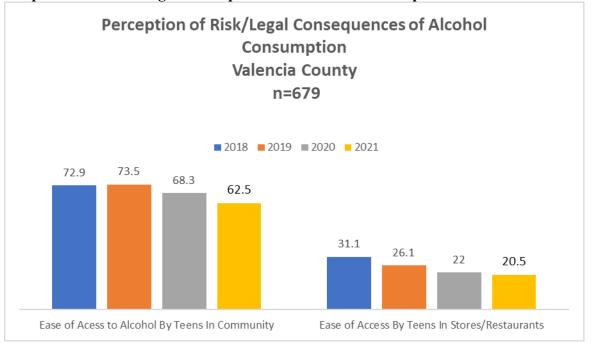
Access to Alcohol (Decrease is the desired outcome)	2016 N=542 Somewhat Easy or Very Easy	2017 N=254 Somewhat Easy or Very Easy	2018 N=382 Somewhat Easy or Very Easy	2019 N=281 Somewhat Easy or Very Easy	2020 N=446 Somewhat Easy or Very Easy	2021 N=679 Somewhat Easy or Very Easy	Increase or Decrease from 2020 (Illustrated by arrow)	Percentage Change from Between 2020 and 2021 (%)
Ease of access to alcohol by teens in the community.	56.9%	74.3%	72.9%	73.5%	68.3%	62.5%	↓	-8.5%
Ease of access to alcohol by teens in the community from stores and restaurants.	30.4%	58.2%	31.1%	26.1%	22.0%	20.5%	Ì	-6.8%
Perception of risk/legal consequences (Increase is the desired outcome)	Very Likely or Somewhat Likely	Increase or Decrease from 2020	Percentage Change Between 2020 and 2021 (%)					
Likelihood of police breaking up parties where teens are drinking.	40.2%	65.0%	45.3%	43.7%	46.9%	40.1%	<b>→</b>	-14.5%
Likelihood of police arresting an adult for giving alcohol to someone under 21.	47.5%	70.8%	53.0%	51.0%	48.3%	44.2%	<b>↓</b>	-8.4%
Likelihood of being stopped by police if driving after drinking too much.	61.4%	77.6%	61.2%	64.2%	62.7%	64.5%	1	2.9%

<sup>•</sup> Highlighted in Blue Are Positive Outcomes. The 2017 data is highlighted in red. These indicators are considered unreliable and should be interpreted with caution. The survey was compromised during the implementation of the 2017 survey and the information is considered untrustworthy.

Prescription Painkiller Misuse: N=679

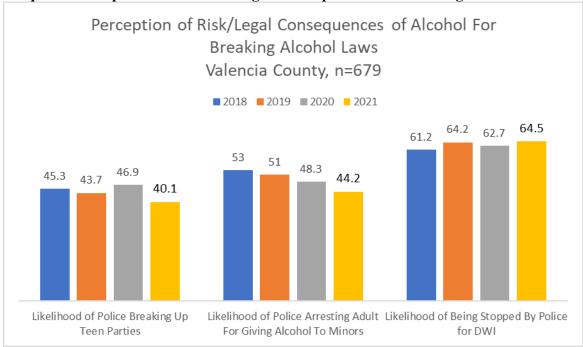
-	2018	2019	2020	2021	Increase or Decrease from 2020 (Illustrated	Percentage Change from Between 2020
Risk of Harm of Rx Painkillers (Increase is the desired outcome)	Moderate or Great Risk	Moderate or Great Risk	Moderate or Great Risk	Moderate or Great Risk	by arrow)	and 2021 (%)
Perceived risk of harm/misuse Rx painkillers.	88.9%	86.7%	91.3%	88.7%	<b>↓</b>	-2.8%
Social Access of Rx Painkillers (Decrease is the desired outcome)	Yes	Yes	Yes	Yes	Increase or Decrease from 2020 (Illustrated by arrow)	Percentage Change from Between 2020 and 2021 (%)
Giving or sharing Rx painkillers in the past year.	6.2%	4.2%	4.0%	1.6%	<b>↓</b>	-60.0%
Social Access of Rx Painkillers (Increase is the desired outcome)	Yes	Yes	Yes	Yes	Increase or Decrease from 2020 (Illustrated by arrow)	Percentage Change from Between 2020 and 2021 (%)
Rx painkillers are stored in a locked box or cabinet.	47.7%	45.8%	48.3%	35.8%	↓	-25.8%
Prescription Drug Use Outcomes (decrease is the desired outcome)	Yes	Yes	Yes	Yes	Increase or Decrease from 2020 (Illustrated by arrow)	Percentage Change from Between 2020 and 2021 (%)
Prevalence of receiving Rx painkillers past year.	24.6%	25.4%	25.4%	20.3%	<b>↓</b>	-20.0%
Past 30-day RX painkiller use for any reason.	10.9%	13.5%	7.4%	12.7%	<b>†</b>	71.6%
Past 30-day painkiller use to get high.	4.1%	2.2%	1.2%	0.5%	<b>↓</b>	-58.3

Graph 3: Risk and Legal Consequences of Alcohol Consumption/Ease of Access



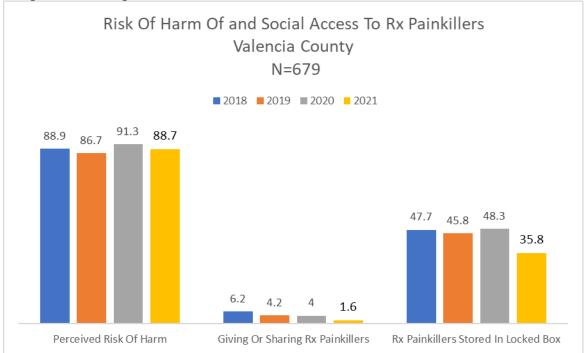
• Decrease is the desired outcome: % of those who answered, "Somewhat Easy or Very Easy."

Graph 4: Perception of Risk and Legal Consequences for Breaking Alcohol Laws

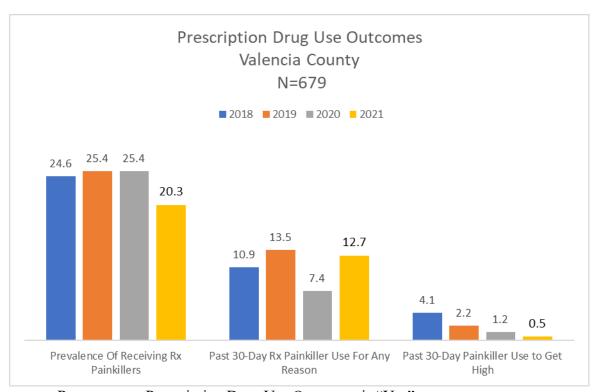


• Increase is the desired outcome. % of those who answered "Very Likely" or "Somewhat Likely"

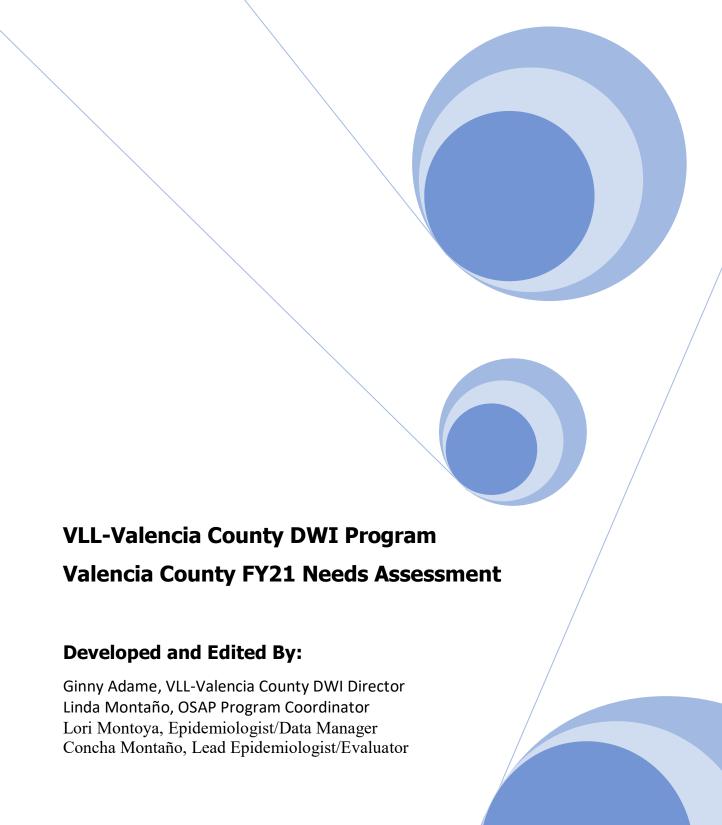
**Graph 5: Prescription Painkiller Misuse** 



• Responses to Perceived Risk of Harm is Moderate or Great Risk and Response to Social Access of Rx Painkillers is "Yes" (Giving or Sharing Rx and Storing Rx painkillers)

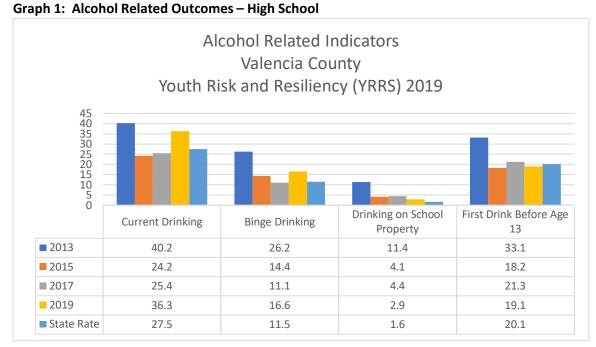


Responses to Prescription Drug Use Outcomes is "Yes".



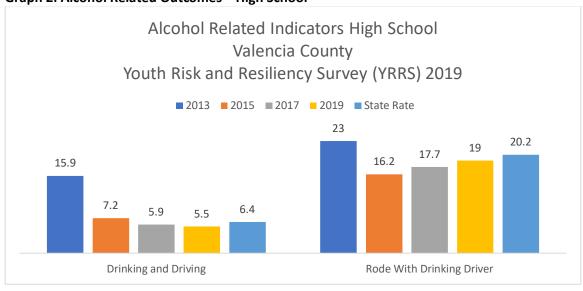
# 2021 Needs Assessment Summary (Graphs) Valencia County DWI and Prevention Program

2019 Youth Risk and Resiliency Survey (YRRS): Alcohol Related Indicators (Past 30 Days) – High School (HS) and Middle School (MS)



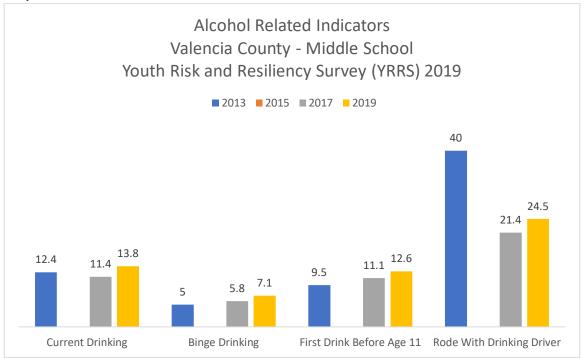
<sup>\*</sup> Decrease is the desired outcome.

Graph 2: Alcohol Related Outcomes – High School



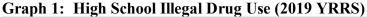
<sup>\*</sup> Decrease is the desired outcome.

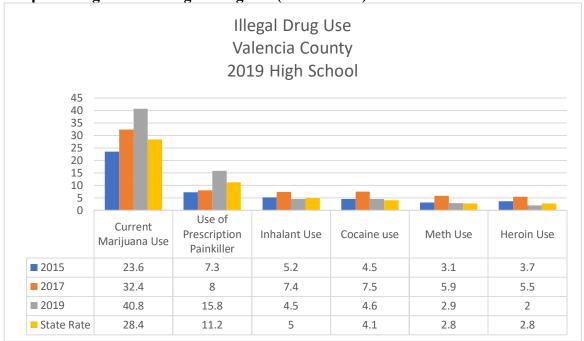
**Graph 3: Alcohol Related Outcomes – Middle School** 



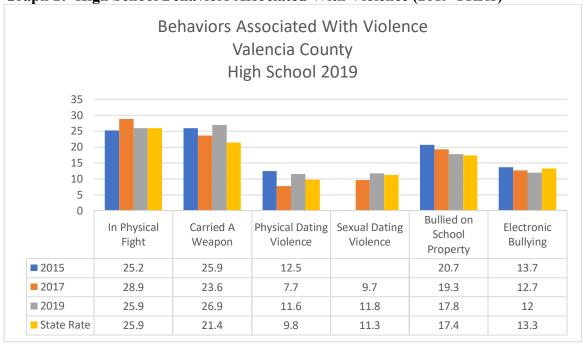
• Decrease is the desired outcome.

2019 Youth Risk and Resiliency Survey (YRRS): Alcohol Related Indicators (Illegal Drug Use, Behaviors Associated With Violence, and Mental Health) – High School (HS) and Middle School (MS)

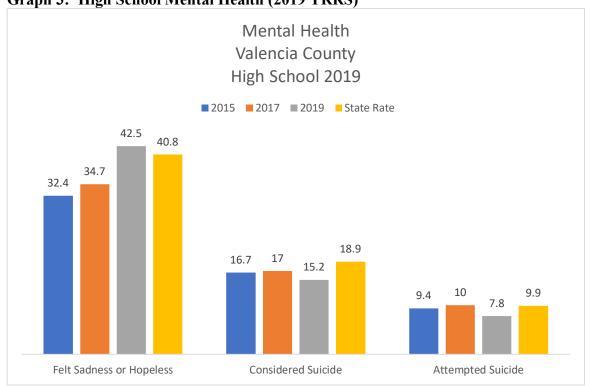




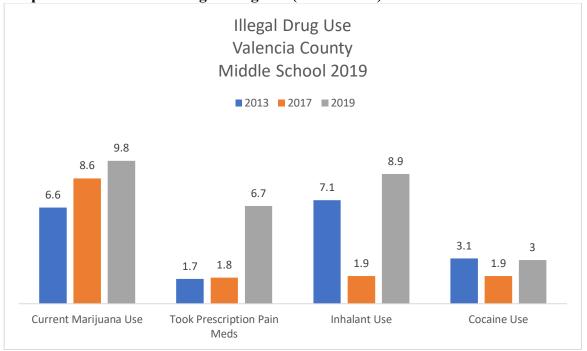
Graph 2: High School Behaviors Associated With Violence (2019 YRRS)



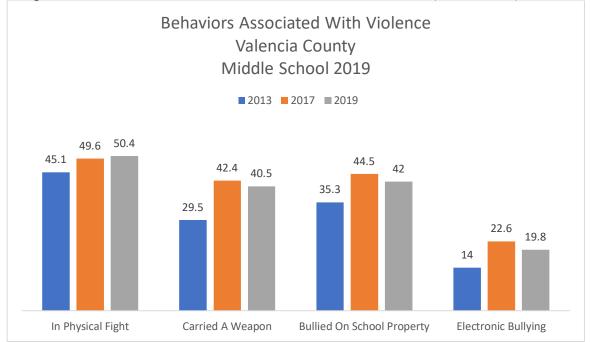
Graph 3: High School Mental Health (2019 YRRS)



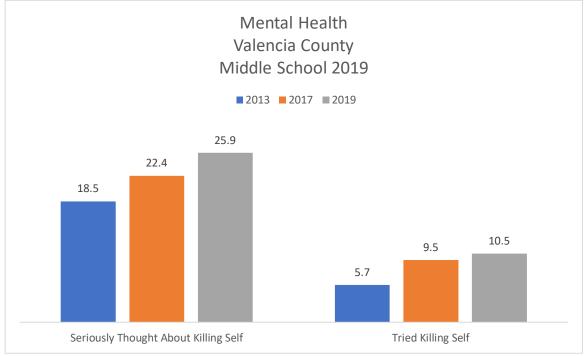






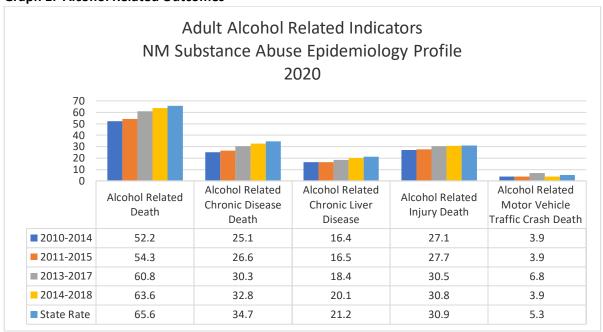




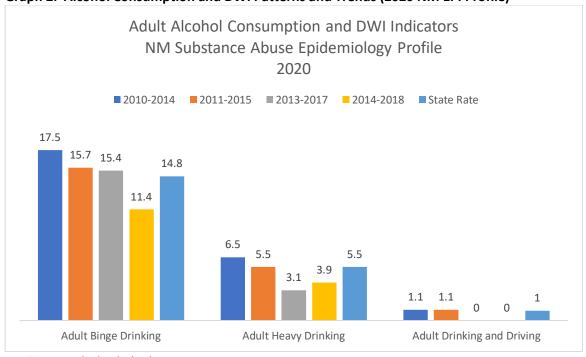


## 2020 NM Substance Abuse Epidemiology Profile Report – Alcohol Related Consequences - Baseline Data Between Years

**Graph 1: Alcohol Related Outcomes** 

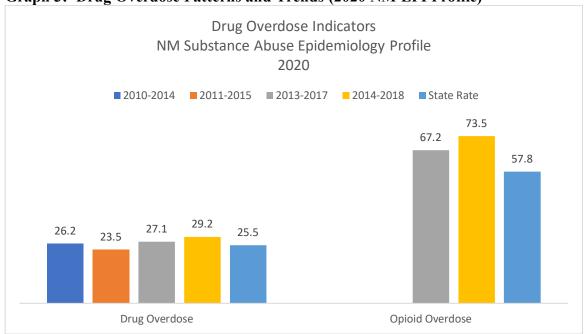


Graph 2: Alcohol Consumption and DWI Patterns and Trends (2020 NM EPI Profile)

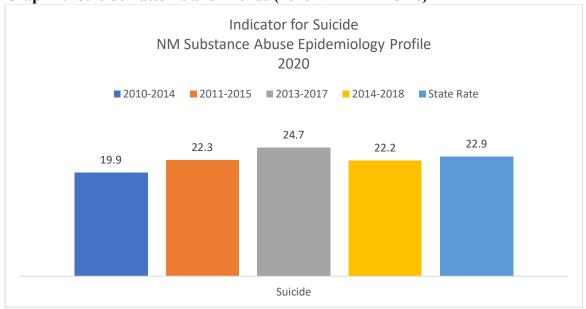


• Decrease is the desired outcome.

**Graph 3: Drug Overdose Patterns and Trends (2020 NM EPI Profile)** 

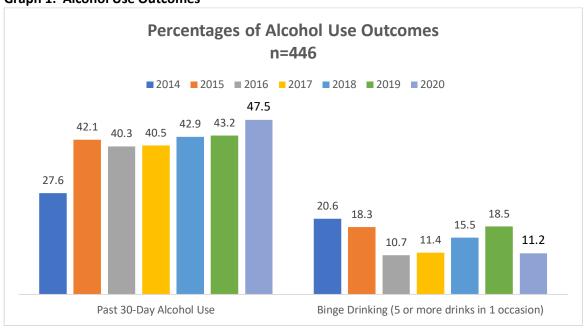


**Graph 4: Suicide Patterns and Trends (2020 NM EPI Profile)** 



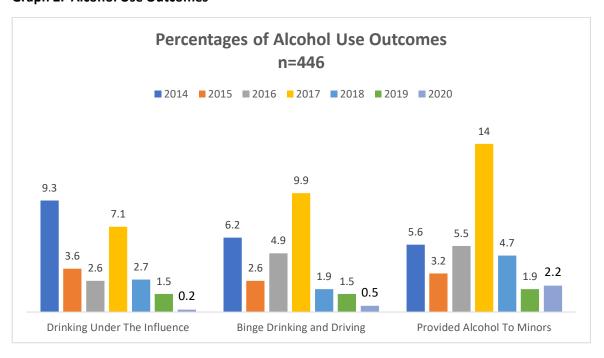
## **New Mexico Community Survey 2014-2020:**

**Graph 1: Alcohol Use Outcomes** 



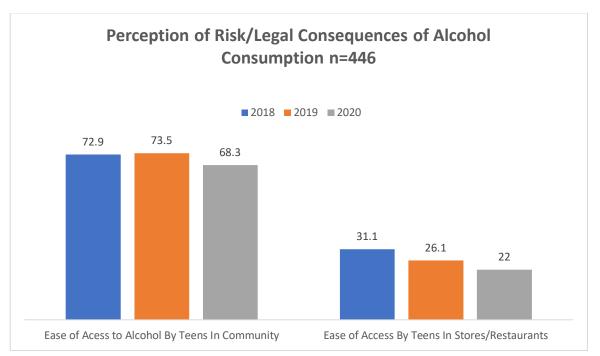
<sup>\*</sup> Decrease is the desired outcome: % of those who answered "Yes."

**Graph 2: Alcohol Use Outcomes** 



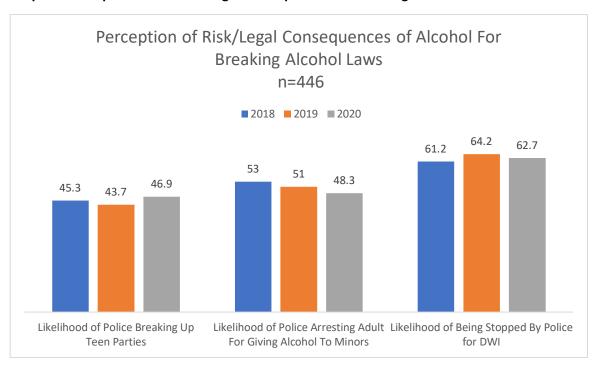
Decrease is the desired outcome: % of those who answered "Yes."

**Graph 3: Risk and Legal Consequences of Alcohol Consumption/Ease of Access** 



Decrease is the desired outcome: % of those who answered, "Somewhat Easy or Very Easy."

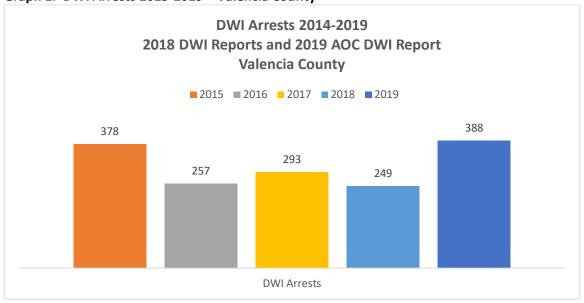
Graph 4: Perception of Risk and Legal Consequences for Breaking Alcohol Laws



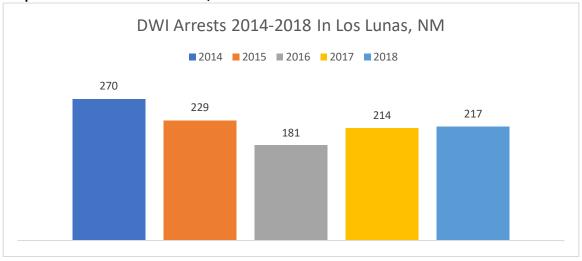
Increase is the desired outcome. % of those who answered "Very Likely" or "Somewhat Likely"

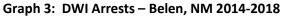
# 2018 DWI Reports and NM Department of Transportation and AOC 2019 DWI Report: Arrests and Convictions

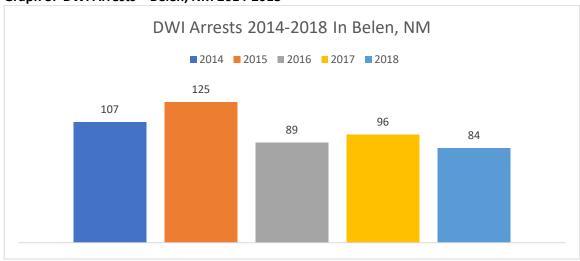
Graph 1: DWI Arrests 2015-2019 - Valencia County



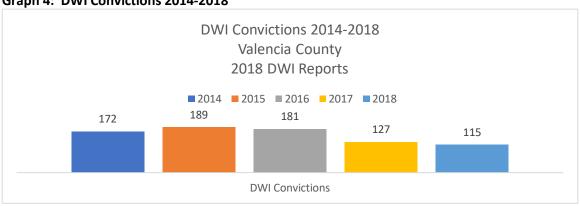
Graph 2: DWI Arrests – Los Lunas, NM 2014-2018



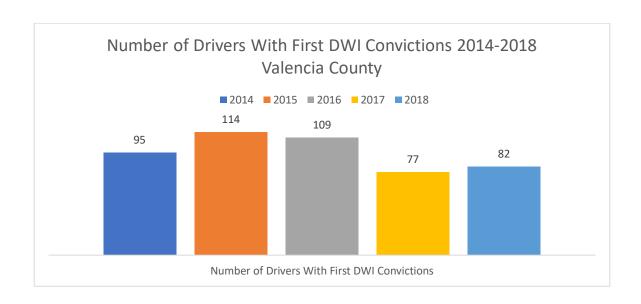




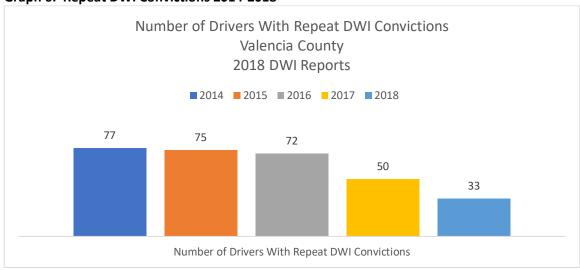
Graph 4: DWI Convictions 2014-2018



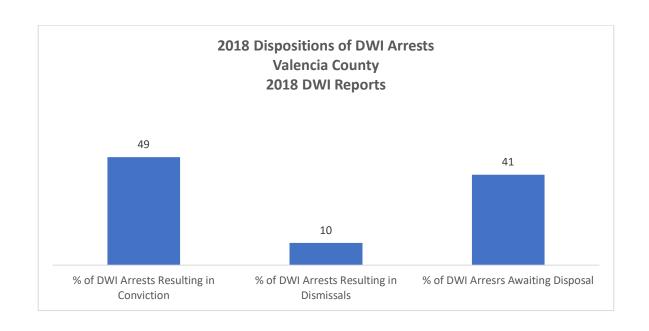
**Graph 5: Number of Drivers with First DWI Conviction 2014-2018** 



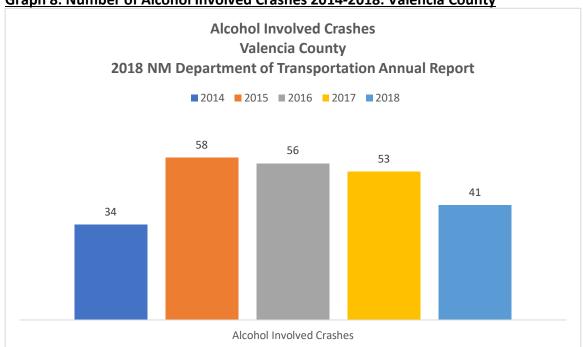
**Graph 6: Repeat DWI Convictions 2014-2018** 



Graph 7: Dispositions of DWI Arrests 2014-2018

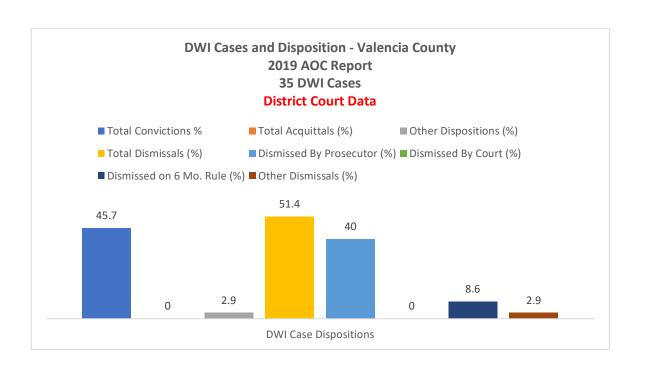




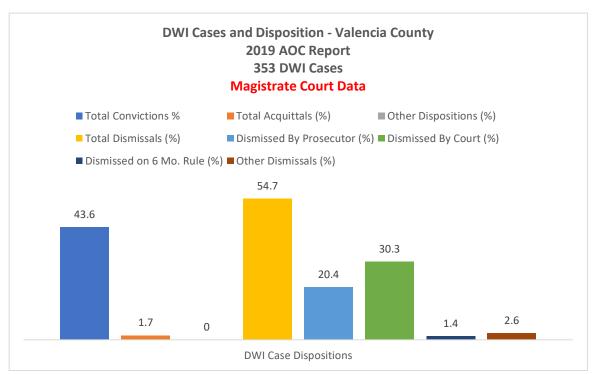


## 2019 Total DWI Cases and Disposition – District Court and Magistrate Court

**Graph 1: Total DWI Cases and Disposition – District Court** 



**Graph 2: Total DWI Cases and Disposition – Magistrate** 



## Village of Los Lunas/Valencia County LDWI Program Fiscal Year 2021

The Village of Los Lunas/Valencia County LDWI (VLL/VC LDWI) program is administered through the Village of Los Lunas as the fiscal agent and serves Valencia County. The program funded the following components in FY19: Compliance, Coordination, Planning & Evaluation, Enforcement, Prevention, and Treatment—Screening is a component that is self-sustained, but is also provided through the DWI Program. VLL/VC LDWI program partners with the Rocky Mountain Offenders Management Systems (RMOMS) to oversee Alternative Sentence services and Valencia Shelter Services for the Domestic Violence services piece.

## **State Funding for LDWI Funding:**

- \$437,881.00 = Distribution Grant
- \$86,000 = Grant

- \$119,096 = Administrative In-kind
- \$13,125.00 = Collected Fees

## **Demographics – DWI Offender Profile:**

According to the NOBLE: Client Demographic Report not before: 7/1/2020 and not after: 6/30/2021

Demographics:	<b>Total</b>
Total offenders screened:	87
Average age of offenders:	36
Percentage between the ages of 21 and 50:	67%
Percentage of male clients:	68%
% White:	24%
% African American:	2%
% Hispanic:	59%
% Native American:	8%
% Multi-Racial/Other:	7%
% that had 11 years or less of education:	24%
% that had 12 years of education:	50%
% that had an income less than \$10,000:	27%
% that had an income between \$10,001 and \$20,000:	19%
% that were not employed for at least 3 months or more last year:	16%

## Village of Los Lunas/Valencia County LDWI Data

Between 2014 and 2019

- In 2019 Valencia County was responsible for 5.3% (388 pf 7214) total DWI Arrests in NM.
- Alcohol related motor vehicle traffic crash deaths decreased from a rate of 6.8 in 2013-2017 to 3.9 in 2014-2018. This rate is lower than the state rate of 5.3.
- The number of alcohol related crashes in Valencia County reduced between 2017 and 2018 by 12 crashes (53 to 41) with DWI alcohol involved crashes decreasing steadily in Valencia County since 2015 with 58 crashes to 41 crashes in 2018.
- Alcohol involved Teen fatalities have remained at 0 since 2015.
- In 2019, the District Court had 35 cases with a 45.7% Conviction rate.
- In 2019, the Magistrate Courts had 353 cases with a 43.6% Conviction rate.

<sup>\*</sup> Source: University of New Mexico Division of Government Research, New Mexico Department of Transportation, Valencia County Report, 2018 Under Contract #C06093 by the Traffic Research Unit, UNM and the Jan. 2020 NM Substance abuse EPI Report, and 2019 Administration of Courts Report.

## **DWI Planning Council**

Includes 12 members representing over (6) sectors to include: Courts, Law Enforcement, Health Council, The Department of Health, Clergy, and the Juvenile Justice Board. General Board membership has active representation from: Magistrate Courts, St. Matthew's Church, Law Enforcement, Community Wellness Council, Department of Health, Youth Development Inc., DWI Drug Court, Valencia Shelter Services, Office of Substance Abuse Prevention, Full Circle Recovery, NM Veteran's Administration, Juvenile Justice Board, TNT Boxing and Youth Mentoring, VLL/VC Police Athletic League, NM MADD, and community members. The VLL/VC DWI Program has a very active and supportive DWI Planning Council that advocates for community collaboration to increase conviction rates, successful outcomes in probation/compliance, access to effective treatment and the implementation of evidence-based prevention activities, programs, and policies community wide.

## **Compliance Monitoring for District, Magistrate and Municipal Courts**

Within the last nine fiscal years (July 1, 2012 through June 30, 2021) while the DWI Program has been offering supervised probation services, there have been 1,921 clients/cases referred to the Compliance Program.

- 248 offenders monitored/tracked during FY21 by three compliance officers
- 86 cases closed successfully (completed all probation requirements)
- 39 cases closed unsuccessfully (did not complete probation requirements)

#### **Enforcement**

VLL/VC Underage Drinking Taskforce includes: Belen P.D., Bosque Farms P.D., Isleta Tribal P.D., Los Lunas P.D., New Mexico State Police/Special Investigations Unit, and Valencia County Sheriff's Department. A total of 20 operations were funded through the VLL/VC Local DWI program this year to include: (13) Underage Enforcement operations and (7) Saturation Patrols with participation from: Belen P.D., Bosque Farms PD, Isleta Tribal, P.D., Los Lunas P.D, and Valencia Sheriff's Department. The following combined statistics resulted from the operations listed above:

(4) DWI's (2) possession of controlled substances (Meth and heroin),

(4) Open Containers (1) Possession of Drug Paraphernalia,

(1) Aggravated Assault (23) Driving on a Suspended/Revoked License,

(15) Misdemeanor Warrant Arrests (44) No Driver's License

(7) Felony/Warrant Arrest (9) Evading Arrest

(161) Speeding Violations (99) No Insurance

(108) No/Expired Registration (18) No Seatbelt

(2) No Child Restraints (2) Child Neglect

(1) Runaway Recovery (103) Other Citations

#### **Prevention Services**

Providing Technical Assistance and Collaborative support by engaging in Community collaborations and partnerships that support a number of shared community wide initiatives/projects. Collaborative work to decrease Adverse Childhood Experiences (ACE), substance abuse, DWI, Underage Drinking, and violence while increasing resilience, access to mental/physical health care and treatment. VLL/VC Prevention program is partnering with OSAP, Community Core Team, and a number of community partners to conduct a community assessment and develop an updated Strategic Plan to guide community wide prevention work.

- Delivered: 47 sessions of Botvin Life Skills, 37 Sessions of Life Skills with the majority of these sessions taking place virtually due to COVID.
- We weren't able to go into the schools in FY21 limiting the number of students reached.
- Coordinated the Village of Los Lunas/Valencia County Police Athletic League (VLL/VC PAL) program which has over 150 active youth members with 21 youth graduating from the evidence-based substance abuse and bullying prevention curriculum and mentoring program.

## Screening

The VLL VC DWI Program does not request funds for the screening component and is able to fund the program through fees collected for screening. As every offender convicted of a DWI is required to receive a screening, the VLL/VC DWI program continues to provide screening to fill this need within our community.

87 total offenders screened (March 2020-June 2021 all were screened virtually).

#### **Treatment:**

Treatment: 46% of our clients make less than \$20,000.00 annually (FY 21 NOBLE). VLL/VC provides free treatment/Auricular Detox services on site filling an important gap in service in our community. In FY20 our program completed the process to become a recognized treatment provider through SAMHSA allowing our program to provide treatment for out of state clients and to be recognized on SAMSHA's nation-wide treatment provider list. Our LADAC is Bi-lingual and has 35 years in the Addictions field and our LSAA has 20 years (55 years of combined experience). Our program works closely with the Judicial Community. An overwhelming majority of the clients who go through the VLL/VC DWI Program's Treatment program report their counseling experience to be positive and they regularly express great appreciation for the Counselors and the Compliance Officers.

- 100 offenders were referred to treatment
- 2881 total treatment hours provided (Groups stopped in March 2020 and have not resumed so the majority of the hours listed are individual session hours).

COU	NTY RESOLUTION	
Resolution No.		
A RESOLUTION AUTHORIZING THE VILL APPLICATION TO THE DEPARTMENT OF I GOVERNMENT DIVISION TO PARTICIP DISTRIBUTION PROGRAM AN	FINANCE AND ADMINIST PATE IN THE LOCAL DWI	RATION, LOCAL I GRANT AND
WHEREAS, the Legislature enacted Sec amended to address the serious problems of Driving		
WHEREAS, a program is established to counties and municipalities for new, innovative or reduce the incidence domestic abuse related to DWI,	nodel programs, services or a	ctivities to prevent or
WHEREAS, the county DWI planning courbe received in order to apply for grant and distribution		entities approval must
<b>WHEREAS</b> , the County wishes to authorize the County's behalf; and	the Village to apply for and a	dminister the grant on
<b>WHEREAS,</b> the Village on behalf of the C application to the Department of Finance and Admi funding.		
NOW THEREFORE, BE IT RESOLVED that the Village of, on behal authorized to submit an application for Distribution under the regulations established by the Local Government.	f of the County and all pa n and/or Grant Fiscal Year 2	rticipating entities is
APPROVED AND ADOPTED by the gover	rning body at its meeting of	, 20
County Commission Chairperson		
Attest:		
DWI Planning Council Representative	County Clerk (SEAL)	

## **VALENCIA COUNTY COMMISSION** Resolution No.

A RESOLUTION AUTHORIZING THE VILLAGE OF LOS LUNAS, TO OPERATE A MISDEMEANOR COMPLIANCE PROGRAM (MCP) TO SERVE VALENCIA COUNTY MAGISTRATE COURTS AND SUPPORT MAGISTRATE JUDGES IN THEIR SENTENCING OF APPROPRIATE CONVICTED OFFENDERS TO THE VILLAGE OF LOS LUNAS/VALENCIA COUNTY DWI MISDEMEANOR COMPLIANCE PROGRAM.

**WHEREAS**, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to include the operation of misdemeanor DWI, alcohol involved domestic violence, and other misdemeanor cases as deemed appropriate by the Magistrate, Municipal, and/or District Courts and VLL/VC Misdemeanor Compliance Program guidelines for supervised probation compliance programs to prevent or reduce the incidence of domestic abuse related to DWI, DWI, alcoholism and substance abuse; and

**WHEREAS,** The Legislature enacted Section 31-20-5.1 NMSA 1978 (by and through issuing agency, Administrative Office of the Courts) to ensure, through standards and limitations of powers, the safe and consistent handling of misdemeanor defendants who may be monitored or supervised by county-operated misdemeanor compliance programs.

WHEREAS, the County DWI Planning Council and other governmental entities approval must be received in order to operate, within AOC and DFA guidelines, a Misdemeanor Compliance Program (MCP) which is allowed to charge offenders, whom are sentenced to the MCP, fees not to exceed \$50 per month for their supervision under Judgment and Sentencing imposed by Magistrate Judges;

**NOW THEREFORE, BE IT RESOLVED** by the governing body of <u>Valencia County Commission</u> that the County Commission Chair on behalf of Valencia County and his/her fellow Commissioners and all participating entities is authorizing The Village of Los Lunas to be the fiscal agent for the Village of Los Lunas/Valencia County DWI Misdemeanor Compliance Program.

<b>APPROVED AND ADOPTED</b> by the g November 17, 2021.	governing body at its meeting of:
Chair, Valencia	County Commission
Attest:	
DWI Planning Council Representative	County Clerk (SEAL)



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: Vice-Chairman, Jhonathan Aragon Individual Making Request: Vice-Chairman, Jhonathan Aragon

Presentation at Meeting on: November 17, 2021

Date Submitted: November 5, 2021

**Title of Request:** Approval of Resolution 2021- : Supporting the New Mexico Counties 2022

Legislative Priorities

## **Action Requested of Commission:**

Approval of Resolution 2021-\_\_\_: Supporting the New Mexico Counties 2022 Legislative Priorities

## **Information Background and Rationale:**

In October 2021, the New Mexico Counties Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature at its 2022 session:

- 1. HB 2 Appropriations
  - Detention Reimbursement Fund
  - Prisoner Transport and Extradition
  - RISE Funding
- 2. Law Enforcement Protection Fund
- 3. Courthouse Funding

NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level

### What is the Financial Impact of this Request:

There is no financial impact of this request.

### Legal:

The Board of County Commissioners has the discretion to support the legislative priorities of the Association of Counties if it determines that the legislation is in the best interest of the people. (*Adren Nance*)

#### Finance:

The approval of this action by the Board of County Commissioners does not create a direct effect on our FY2022 budget. (*Loretta Trujillo*)

Purchasing:
☐ Any purchases that may result from these funds in the future shall adhere to the VC Purchasing
Policy Limits and the NM State Procurement Code.
(Rustin Porter)
☐ Procurement Complete as Described Below:
Do you recommend approval of this Agenda Request? Yes No
Are you seeking direction from the Commission on this Agenda Request? Yes No
If so, what? Approval of Resolution 2021: Supporting the New Mexico Counties 2022
Legislative Priorities
Commissioner requesting this agenda item? Yes No If yes, the Commission will need to discuss further.
If yes, the Commission will need to discuss further.





## Memorandum

Date: November 4, 2021

**To:** NMC Board of Directors, Commissioners, and Managers

From: Steve Kopelman, NMC Executive Director

Re: Protocol for Board of County Commission NMC 2022 Legislative Priority

Endorsement

The New Mexico Counties (NMC) Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature during the 2022 session. In preparation for the session and in an effort to promote communication among NMC and the 33 counties, we request that board members:

- 1. Present the NMC 2022 legislative priorities to their respective Board of County Commission (BCC) for support.
- 2. Send a signed copy of your BCC support (resolution template attached) for the NMC 2022 legislative priorities to <a href="awebb@nmcounties.org">awebb@nmcounties.org</a>.

Please contact me if you have any questions about the priorities.

Sincerely,

Steve Kopelman

NMC Executive Director

444 Galisteo Street Santa Fe, NM 87501

877-983-2101 505-983-2101 Fax: 505-983-4396





## NMC 2022 Legislative Priorities

## **HB 2 Appropriations**

**Detention Reimbursement Fund** 

- Restore the County Detention Facilities Reimbursement Act to the original appropriation of \$5 million.
- Currently the NM Legislature appropriates \$2.3 million even though the NM Sentencing Commission estimates the state owes counties over \$8 million a year for holding state prisoners.

Prisoner Transport and Extradition

- Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.
- Statute requires the state to make such payment, however no money has been appropriated to counties for many years.
- Counties should not have to pay for state prisoner extradition.

## RISE Funding

- Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.
- RISE is a partnership between the NM Behavioral Health Services
  Division and several county jails to reduce recidivism and help
  non-violent offenders get treatment to stay out of jail.
- As we start to see more concrete results, we hope to be able to add more counties and jails into that partnership.

## **Law Enforcement Protection Fund**

- The state imposes taxes on insurance policies every year to pay for things like improved fire services and protecting law enforcement officers, yet every year millions of dollars have been taken from those funds to help pay for other areas in state government.
- We recently fixed the fire fund, now we need to keep the state from taking money from the LEPF.
- The \$5-\$6 million dollars that goes back into the GF should be going to local law enforcement agencies to enhance the efficiency and effectiveness of law enforcement services.

## **Courthouse Funding**

- Create a matching fund to help counties pay for construction and renovation of state district courthouses with an initial capital outlay request of \$50 to \$100 million.
- This is another unfunded county mandate that we would like to alleviate in the future.

444 Galisteo Street Santa Fe, NM 87501

877-983-2101 505-983-2101 Fax: 505-983-4396



# VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 2021-

## RESOLUTION SUPPORTING THE NEW MEXICO COUNTIES 2022 LEGISLATIVE PRIORITIES

WHEREAS, in October 2021, the New Mexico Counties Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature at its 2022 session; *and* 

WHEREAS, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and* 

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

## 1. HB 2 Appropriations

## **Detention Reimbursement Fund**

Restore the County Detention Facilities Reimbursement Act to the original appropriation of \$5 million. Currently the NM Legislature appropriates \$2.3 million even though the NM Sentencing Commission estimates the state owes counties over \$8 million a year for holding state prisoners.

### Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners. Statute requires the state to make such payment, however no money has been appropriated to counties for many years. Counties should not have to pay for state prisoner extradition.

#### RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program. RISE is a partnership between the NM Behavioral Health Services Division and several county jails to reduce recidivism and help non-violent offenders get treatment to stay out of jail. As we start to see more concrete results, we hope to be able to add more counties and jails into that partnership.

### 2. Law Enforcement Protection Fund

The state imposes taxes on insurance policies every year to pay for things like improved fire services and protecting law enforcement officers, yet every year millions of dollars have been taken from those funds to help pay for other areas in state government. We recently fixed the fire fund, now we need to keep the state from taking money from the LEPF. The \$5-\$6 million dollars that goes back into the GF should be going to local law enforcement agencies to enhance the efficiency and effectiveness of law enforcement services.

## 3. Courthouse Funding

Create a matching fund to help counties pay for construction and renovation of state district courthouses with an initial capital outlay request of \$50-\$100 million. This is another unfunded county mandate that we would like to alleviate in the future.

**NOW, THEREFORE, BE IT RESOLVED** that the [County Name] Board of County Commissioners does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2022 session.

**ADOPTED** this 17<sup>th</sup> day of November, 2021.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY, NEW MEXICO

Gerard Saiz, Chair, District I	Jhonathan Aragon, Vice-Chair, District		
Troy Richardson, District II	David A. Hyder, District III		
Joseph I	Bizzell, District IV		
Attest:			



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: County Manager for Regular County Business

Department Head: Nancy Gonzales & Jeremias Silva

Individual Making Request: Jeremias Silva

**Presentation:** November 17, 2021 **Date Submitted:** November 8, 2021

**Title of Request:** Consideration to Approve the Aging and Long-Term Services Department Appropriation - \$260,000 to Purchase and Equip Vehicles for the Belen Senior Center in

Valencia County. Appropriation - A20E5294

## **Action Requested of Commission:**

A consideration for the Board of County Commissioners to approve the Aging and Long-Term Services Department appropriation - \$260,000 to purchase and equip vehicles for the Belen senior center in Valencia County. Appropriation - A20E5294. Request is for approval and acceptance by the Commission.

## **Information Background and Rationale:**

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 95, two hundred sixty thousand dollars \$260,000 to purchase and equip vehicles for the Belen senior center in Valencia County.

The Grantee's total reimbursements shall not exceed the appropriation two hundred sixty thousand dollars \$260,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")', if applicable, zero dollars \$0.00, which equals two hundred sixty thousand dollars \$260,000, (the "Adjusted Appropriation Amount").

As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

## What is the Financial Impact of this Request:

The Capital Appropriation Project is for \$260,000 and operates on a reimbursable basis; no match is required. The County shall only be reimbursed monies for which DFA has issued and the County has received a Notice of Obligation.

## Legal:

In 2020 the Legislature appropriated Valencia County bond funding to purchase and equip vehicles for the Belen Senior Center. The NM Board of Finance has completed the sale of the bonds and

the project is ready to commence. The County Commission has the authority to accept the grant if it determines that Administration can comply with the terms of the appropriation agreement. *(Adren Nance)* 

## **Finance:**

Capital appropriations do not require a local match. Once we have a fully executed contract, a budget adjustment will be necessary to properly record both the revenue and expenses within our FY2022 budget. (*Loretta Trujillo*)

Purchasing:					
Any purchases that may result from these funds in the future shall adhere to the VC					
Purchasing Policy Limits and the NM State Procurement Code. (Rustin Porter)					
☐ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services					
☐ Procurement Complete as Described Below:					
Do you recommend approval of this Agenda Request? Yes No					
Are you seeking direction from the Commission on this Agenda Request? Yes No If so, what?					
Consideration to Approve the Aging and Long-Term Services Department Appropriation - \$260,000 to Purchase and Equip Vehicles for the Belen Senior Center in Valencia County. Appropriation - A20E5294					
Commissioner requesting this agenda item? Yes No					

If yes, the Commission will need to discuss further.



## Michelle Lujan-Grisham, Governor

Katrina Hotrum-Lopez, Cabinet Secretary Sam Ojinaga, Deputy Secretary

7/26/2021

Danny Monette, County Manager Valencia County PO Box 1119 Los Lunas, NM 87031

Re: A20E5294 BELEN SENIOR CENTER VEHICLE PURCHASE, \$260000; Reversion date: 6/30/2024

Dear Mr. Monette:

In the Laws of 2020, the Valencia County was appropriated bond funding to to purchase and equip vehicles for the Belen senior center in Valencia county; and". The New Mexico State Board of Finance has completed the sale of the bonds and the project is ready to commence according to the legislative intent. Grantee's must be in compliance with the following.

## Executive Order 2013-006

Enacted in 2013 by the New Mexico Governor, such order establishes uniform funding criteria, grant management, and oversight requirements for grants appropriated through the State capital outlay process. The Executive Order provides that:

- 1. State agencies must determine that a grantee has adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds [E.O. ¶2(A)(3)(a)].
- 2. In the event a State agency has identified deficiencies in the grantee's accounting methods and procedures that raise concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds:
  - a. The State Agency must determine that it can impose and has the resources to implement special grant conditions that will adequately address the deficiencies [E.O. ¶2(A)(3)(b)]; or
  - b. The State agency must determine that another appropriate entity is able and willing to act as a fiscal agent for the grant [E.O.  $\P2(A)(3)(c)$ ].

After reviewing the Valencia County 2020 Audit, it has been determined that no special grant conditions are required for this grant to commence.

Please submit the scope of work for the above-referenced project by August 9, 2021 so that we may initiate the Grant Agreement and the project can proceed in a timely manner. The Scope of Work Template (fillable form) and Scope of Work instructions can be found at <a href="http://www.nmaging.state.nm.us/capital-outlay.aspx">http://www.nmaging.state.nm.us/capital-outlay.aspx</a>.

For questions, please contact me at 505-365-3660 or <u>barbara.romero@state.nm.us</u>. Elizabeth Chavez at 505-365-3804 or <u>elizabeth.chavez@state.nm.us</u> or Ernest "Adam" Saavedra at 505-490-3367 or <u>ernest.saavedra@state.nm.us</u>

Sincerely, Barbara J. Romero Capital Projects Bureau Chief

Partners in Lifelong Independence and Healthy Aging
Toney Anaya Building • PO Box 27118 • Santa Fe, New Mexico 87502-7118
505-476-4799 • Toll-free 1-866-451-2901 • www.nmaging.state.nm.us

## STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_\_, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the Valencia County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

#### **RECITALS**

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 95 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

#### **AGREEMENT**

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

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

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

#### A20E5294 \$260,000

#### **APPROPRIATION REVERSION DATE: 30-June-2024**

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 95, two hundred sixty thousand dollars \$260,000 to purchase and equip vehicles for the Belen senior center in Valencia County.

The Grantee's total reimbursements shall not exceed the appropriation two hundred sixty thousand dollars \$260,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, zero dollars \$0.00, which equals two hundred sixty thousand dollars \$260,000, (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
  - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

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

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.
- **B.** The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
- **D.** Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee:

Valencia County

Name:

Nancy Gonzales

Title:

Community Development / OAP Director

Address: Email:

444 Luna Ave., Los Lunas, NM 87031 nancy.gonzales@co.valencia.nm.us

Telephone:

505-866-2072

Grantee: Valencia County Name: Jeremias Silva

Title: Grants Manager / Project Manager
Address: 444 Luna Ave., Los Lunas, NM 87031
Email: jeremias.silva@co.valencia.nm.us

Telephone: 505-388-4967

Department: Aging and Long-Term Services Department

Name: Barbara J. Romero

Title: Capital Projects Bureau Chief

Address: 2550 Cerrillos Rd., Santa Fe, NM 87505

Email: <u>barbara.romero@state.nm.us</u>

Telephone: 505-365-3660

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

### C. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

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

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

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

- **B.** In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

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

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

#### ARTICLE VII. AMENDMENT

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

#### **ARTICLE VIII. REPORTS**

#### A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

#### B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

request such additional information regarding the Project as it deems necessary; and conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

- **A.** The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
  - (i) The Grantee must submit one original and one copy of each Request for Payment; and
  - Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
  - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.
  - **B.** The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

#### C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics. laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- **B**. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- **B.** For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
  - C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

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

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

#### ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- **B.** In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
  - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

### ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified

by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

Signa	ture of Official with Authority to Bind Grantee	
Ву: _		
	(Type or Print Name)	
Its: _		
	(Type or Print Title)	
Date		
AGI	NG AND LONG-TERM SERVICES DEPARTME	ENT
Ву: _		Date:
	ALTSD Cabinet Secretary	
Ву:	ALTON LO CONTRACTOR LO CONTRAC	Date: 11 2 2021
	ALTSD Legal Counsel—Certifying Legal Sufficie	ency
Ву: _		Date:
	ALTSD Chief Financial Officer	

**GRANTEE** 

Date



ALTSD Fiscal

#### EXHIBIT 1 **ALTSD CAPITAL OUTLAY GRANT** MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT MONTHLY REPORT [] PROJECT TITLE: PAY REQUEST NO. DATE Grantee Grant Number: Reporting Period: Grant Expiration Date: Address Preparer's Name & Phone Number: Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase. Bonds Sold Plan / Design □ Bid Documents Construction/Improvements/Renovation in Process □ Substantial Completion Project Complete □ Other (Please specify in narrative section) Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attachexire sheet if needed) REQUEST FOR PAYMENT VENDOR INVOICE DETAIL (Attach extra sheet if needed) **Grant Amount:** AIPP Amount (if applicable) Funds Requested to Date: Amount Applicable to This Grant Amount Requested This Payment: Grant Balance: FINAL REPORT Fiscal Year Expenditure Period Ending (check one) (Jan-Jun) 🗀 (Jul-Dec) Fiscal Year Amount Requested This Payment: MONTHLY REPORT: I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements. FINAL REPORT: I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source. PROCUREMENT METHOD: Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause. Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name (Preparer) STATE AGENCY USE ONLY I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Capital Projects Bureau

Date

# EXHIBIT 2 STATE OF NEW MEXICO CAPITAL GRANT PROJECT NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #
DATE:
O: Department Representative:
FROM: Grantee:
Grantee Official Representative:
UBJECT: Notice of Obligation to Reimburse Grantee
Grant Number:
Grant Number: Grant Termination Date:
As the designated representative of the Department for Grant Agreement number the designated representative of the Department, I certify that the Grantee has submitted to the Department the following hird party obligation executed, in writing, by the third party's authorized representative:
Jandan an Cantra dan
Vendor or Contractor:
Third Party Obligation Amount:
Vendor or Contractor:
Third Party Obligation Amount:
Vendor or Contractor:
Third Party Obligation Amount:
certify that the State is issuing this Notice of Obligation to Reimburse <sup>1</sup> Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.  Grant Amount (Minus AIPP if applicable):
The Amount of this Notice of Obligation:
The Total Amount of all Previously Issued Notices of Obligation:
Γhe Total Amount of all Notices of Obligation to Date:
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.
Department Rep. Approver:
Title:
Signature:
Date:

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

### EXHIBIT 3 ALTSD CAPITAL OUTLAY SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Valencia.

The County of Valencia was not required to provide documentation regarding special conditions, as referenced in the County of Valencia current published audit file. Therefore, the criteria to enter into this agreement have been met.

## EXHIBIT 4 ALTSD CAPITAL OUTLAY PROJECT DESCRIPTION SCOPE OF WORK (SOW)

### PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

Name of Grantee/ Fiscal Agent: Valencia County
 Project Title: Belen Senior Center Vehicle Purchase

3. Grant Agreement Number: A20E5294

4. Background Narrative: The Valencia County Older Americans Program serves an average of 300 home bound seniors per day throughout the rural county. Over half of the seniors registered in the program receive meals at home and are unable to independently make meals or transport themselves to a meal site. Over 70% of seniors polled in 2018 reported this is their only hot meal of the day. Several meal delivery trucks are at over 100,000 miles or 10 years of age. Nearly 75% of seniors polled reported the home delivered meals help them to eat healthier. With a population of 77,454 people, Valencia County lacks a hospital. We provide transportation for seniors to Albuquerque, with many of them reporting this being their only means of transport to medical appointments. This service is critical to many of our seniors, with demand steadily growing. Until a hospital is built in VG, we must continue to meet the dire needs of our senior population. We provide daily transportation to our meal sites for seniors unable to drive themselves, which provides the social interaction and nutrition proven to add 7+ years to one's life. Sufficient working and adequate number of vehicles will ensure that up to 600 seniors a day are receiving meals at a proper temperature. Current issues holding temperature pose major risks. Homebound seniors (300 enrolled at a time on average) must be assessed in-home by a client services representative. These assessments occur as frequently as every 3 months. In order to provide in-home assessments, the client services representative must have safe, adequate transportation to all parts of Valencia County. At present, the client services vehicle is beyond repair and has exceeded the 100,000 miles/10 years of age threshold.

#### 5. Work Plan:

Project A20E5294 will be used to purchase and equip meal delivery vehicles, transportation vehicles, and a client services vehicle for in-home assessments.

#### 6. Budget Detail:

Project Cost Activities (These are only examples	Other Funds	State Funds
Insert activities specific to the proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment – running boards, lights, and VC decals		\$10,000
Vehicle Purchase		\$250,000
Other Costs		
Totals		\$260,000

#### 7. Performance Measures:

Performance will be measured by continuing to serve current number of participants and increase the number of participants as new vehicles are added to the fleet. Performance will also be measured by increasing the number of transportation units to medical appointments and congregate meal sites. Lastly, performance will be measured by timely, safe completion of in-home assessments and client service visits.

#### 8. Results Expected:

The expected result from this project is to have an adequate supply of working vehicles will ensure that up to 600 seniors a day are receive meals at a proper temperature. Current issues holding temperature pose major risks. Medical transportation will be provided to Valencia County residents. Currently, the Valencia County hospital has not been constructed, leaving a void of proper medical care for many senior residents. Further, client services representative will be able to conduct safe, efficient in-home assessments.

9.

Time Frame/ Milestones: (These are only examples. Insert milestones specific to the proposed project.)	(Project the month & year for each milestone)
RFP/Quotes Secured	November 2021
Bid Closing/Award	*State Price Agreement – November 2021
Purchase Vehicles	December 2021
Install Equipment	September 2022
Project Completion & Review	January 2023
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	June 2023

#### 10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Nancy Gonzales

Title: Community Development/OAP Director

Address: 444 Luna Ave, Los Lunas, NM 87031

Email: <u>nancy.gonzales@co.valencia.nm.us</u>

Phone: <u>505-866-2072</u>

Name: Jeremias Silva

Title: Grants Manager/Project Manager

Address: 444 Luna Ave, Los Lunas, NM 87031

Email: jeremias.silva@co.valencia.nm.us

Phone: <u>505-388-4967</u>

**NOTICE:** The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: County Manager for Regular County Business

Department Head: Nancy Gonzales & Jeremias Silva

Individual Making Request: Jeremias Silva

**Presentation:** November 17, 2021 **Date Submitted:** November 8, 2021

**Title of Request:** Consideration to Approve the Aging and Long-Term Services Department Appropriation - \$200,000 to Plan, Design, Construct, Equip and Furnish the Del Rio Senior Center

in Valencia County. Appropriation - A20E5295

#### **Action Requested of Commission:**

A consideration for the Board of County Commissioners to approve the Aging and Long-Term Services Department appropriation - \$200,000 to plan, design, construct, equip and furnish the Del Rio senior center in Valencia County. Appropriation - A20E5295. Request is for approval and acceptance by the Commission.

#### **Information Background and Rationale:**

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 96, two hundred thousand dollars \$200,000 to plan, design, construct, equip and furnish the Del Rio senior center in Valencia County.

The Grantee's total reimbursements shall not exceed the appropriation two hundred thousand dollars \$200,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, two thousand dollars \$2,000, which equals one hundred ninety-eight thousand dollars \$198,000, (the "Adjusted Appropriation Amount").

As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

#### What is the Financial Impact of this Request:

The Capital Appropriation Project is for \$200,000 and operates on a reimbursable basis; no match is required. The County shall only be reimbursed monies for which DFA has issued and the County has received a Notice of Obligation.

Revised 1.1.18 – J.R.

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

#### Legal:

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 96, grant to Valencia County two hundred thousand dollars \$200,000 to plan, design, construct, equip and furnish the Del Rio senior center in Valencia County. The reversion date is June 30, 2024. The County Commission has the authority to accept the grant if it determines that Administration can comply with the terms of the appropriation agreement. (*Adren Nance*)

#### **Finance:**

Capital appropriations do not require a local match. Once we have a fully executed contract, a budget adjustment will be necessary to properly record both the revenue and expenses within our FY2022 budget. (Loretta Trujillo)

#### **Purchasing:**

Turchasing.				
Any purchases that may result from these funds in the future shall adhere to the VC Purchasing Policy Limits and the NM State Procurement Code. <i>(Rustin Porter)</i>				
□ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services				
☐ Procurement Complete as Described Below:				
Do you recommend approval of this Agenda Request? Yes No				
Are you seeking direction from the Commission on this Agenda Request? Yes No If so, what?				
Consideration to Approve the Aging and Long-Term Services Department Appropriation - \$200,000 to Plan, Design, Construct, Equip and Furnish the Del Rio Senior Center in Valencia County. Appropriation - A20E5295				
Commissioner requesting this agenda item? Yes No If yes, the Commission will need to discuss further.				



#### Michelle Lujan-Grisham, Governor

Katrina Hotrum-Lopez, Cabinet Secretary Sam Ojinaga, Deputy Secretary

7/26/2021

Danny Monette, County Manager Valencia County PO Box 1119 Los Lunas, NM 87031

Re: A20E5295 DEL RIO SENIOR CENTER CONSTRUCTION, \$200000; Reversion date: 6/30/2024

Dear Mr. Monette:

In the Laws of 2020, the Valencia County was appropriated bond funding to to plan, design, construct, equip and furnish the Del Rio senior center in Valencia county;". The New Mexico State Board of Finance has completed the sale of the bonds and the project is ready to commence according to the legislative intent. Grantee's must be in compliance with the following.

#### **Executive Order 2013-006**

Enacted in 2013 by the New Mexico Governor, such order establishes uniform funding criteria, grant management, and oversight requirements for grants appropriated through the State capital outlay process. The Executive Order provides that:

- 1. State agencies must determine that a grantee has adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds [E.O. ¶2(A)(3)(a)].
- 2. In the event a State agency has identified deficiencies in the grantee's accounting methods and procedures that raise concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds:
  - a. The State Agency must determine that it can impose and has the resources to implement special grant conditions that will adequately address the deficiencies [E.O. ¶2(A)(3)(b)]; or
  - b. The State agency must determine that another appropriate entity is able and willing to act as a fiscal agent for the grant  $[E.O. \[2(A)(3)(c)]]$ .

After reviewing the Valencia County 2020 Audit, it has been determined that no special grant conditions are required for this grant to commence.

Please submit the scope of work for the above-referenced project by August 9, 2021 so that we may initiate the Grant Agreement and the project can proceed in a timely manner. The Scope of Work Template (fillable form) and Scope of Work instructions can be found at <a href="http://www.nmaging.state.nm.us/capital-outlay.aspx">http://www.nmaging.state.nm.us/capital-outlay.aspx</a>.

For questions, please contact me at 505-365-3660 or <u>barbara.romero@state.nm.us</u>. Elizabeth Chavez at 505-365-3804 or <u>elizabeth.chavez@state.nm.us</u> or Ernest "Adam" Saavedra at 505-490-3367 or <u>ernest.saavedra@state.nm.us</u>

Sincerely, Barbara J. Romero Capital Projects Bureau Chief

Partners in Lifelong Independence and Healthy Aging
Toney Anaya Building • PO Box 27118 • Santa Fe, New Mexico 87502-7118
505-476-4799 • Toll-free 1-866-451-2901 • www.nmaging.state.nm.us

## STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_\_, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the Valencia County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

#### **RECITALS**

**WHEREAS**, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 96 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

**WHEREAS,** State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

#### **AGREEMENT**

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

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

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

#### A20E5295 \$200,000

**APPROPRIATION REVERSION DATE: 30-June-2024** 

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 96, two hundred thousand dollars \$200,000 to plan, design, construct, equip and furnish the Del Rio senior center in Valencia County.

The Grantee's total reimbursements shall not exceed the appropriation two hundred thousand dollars \$200,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, two thousand dollars \$2,000, which equals one hundred ninety-eight thousand dollars \$198,000, (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
  - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

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

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.
- **B.** The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
- **D.** Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: Valencia County Name: Nancy Gonzales

Title: Community Development / OAP Director Address: 444 Luna Ave., Los Lunas, NM 87031 nancy.gonzales@co.valencia.nm.us

Telephone: 505-866-2072

Grantee: Valencia County Name: Jeremias Silva

Title: Grants Manager / Project Manager
Address: 444 Luna Ave., Los Lunas, NM 87031
Email: jeremias.silva@co.valencia.nm.us

Telephone: 505-388-4967

Department: Aging and Long-Term Services Department

Name: Barbara J. Romero

Title: Capital Projects Bureau Chief

Address: 2550 Cerrillos Rd., Santa Fe, NM 87505

Email: barbara.romero@state.nm.us

Telephone: 505-365-3660

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

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

**A.** As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

### C. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

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

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

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

- **B.** In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

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

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

#### **ARTICLE VII. AMENDMENT**

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

#### **ARTICLE VIII. REPORTS**

#### A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

#### B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

request such additional information regarding the Project as it deems necessary; and conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

- **A.** The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
  - (i) The Grantee must submit one original and one copy of each Request for Payment; and
  - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
  - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.
  - **B.** The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

#### C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.
- **D.** The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

- **A.** The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- The Project must be implemented in accordance with the New Mexico Public Works Minimum (ii) Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- **B**. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- **A.** The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- **B.** For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
  - C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

#### **ARTICLE XIII, LIABILITY**

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

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

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- **A**. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- **B.** In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
  - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

### ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified

by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

Signa	nture of Official with Authority to Bind Gra	antee	
By:			
• –	(Type or Print Name)		
Its:			
	(Type or Print Title)		
Date			
AGII	NG AND LONG-TERM SERVICES DE	PARTMENT	
By:		Date:	
	ALTSD Cabinet Secretary		
By: _		Date:	
	ALTSD Legal Counsel—Certifying Leg	al Sufficiency	
Ву:		Date:	
	ALTSD Chief Financial Officer		

**GRANTEE** 



(check one) (Jan-Jun) 🗆

Fiscal Year \_

NEW MEXICO &	ALTSD CAPITAL OUTLAY GRANT MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT						
NG-TERM ERVICES	MONTHLY REPORT  PROJECT TITLE: (Due on the last day of the month)		LE:	PAY REQUEST NO.			
Grantee:		Grant	Number:	Reporting Period:	DATE: Grant Expi	ration Date: _	
	70			oarer's Name & Phone Num			
Please pro	vide a detailed status of pro	ject referenced	l above. Please che	eck the box that would best	explain the project	t phase.	
Bonds	:Sold □ Plan / Des	ign □	Bid Documents [	☐ Construction/Im	provements/Renova	ation in Process	s 🗆
	ase in Process □ roject update and the anticipa		pletion 🗆 Pi	■ Nacional Resistante de Article de Article de La Maria de Maria de La Maria	tther (Please specify in i Attach extra sheet if need		
J.			<b>R</b> EQUEST FO	R PAYMENT			
	##Cato			VENDOR INVO	CE DETAIL (Attach e	extra sheet if neede	ed)
Funds Req	unt (ifapplicable) quested to Date:		Date of Invoice	Vendor Name		Amount of Invoice	Amount Applicable to This Grant
	equested This Payment:						
Grant Bala	nce:						
FINAL R	EPORT 🗆						
Fiscal Ye	ear Expenditure Period End	ing	8				

Amount Requested This Payment:

**EXHIBIT 1** 

	ny knowledge and belief, the above information is correct; expenditures are omply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and tha w Mexico Constitution known as the "anti-donation" clause.
Grantee Fiscal Officer Signature & Printed Name	Grantee Representative Signature & Printed Name (Preparet)

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

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

PROCUREMENT METHOD: Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement

#### STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

remaining balance is requested to be reverted to the appropriate funding source.

(Jul-Dec) □

ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

# EXHIBIT 2 STATE OF NEW MEXICO CAPITAL GRANT PROJECT NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #
DATE:
TO: Department Representative:
FROM: Grantee:
Grantee Official Representative:
SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number:
Grant Termination Date:
As the designated representative of the Department for Grant Agreement number entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:
Vendor or Contractor:
Third Party Obligation Amount:
Vendor or Contractor:
Third Party Obligation Amount:
Vendor or Contractor:
Third Party Obligation Amount:
I certify that the State is issuing this Notice of Obligation to Reimburse <sup>1</sup> Grantee for permissible purposes within the scope o
the project description, subject to all the terms and conditions of the above referenced Grant Agreement.
Grant Amount (Minus AIPP if applicable):  The Amount of this Notice of Obligation:
The Total Amount of all Previously Issued Notices of Obligation:
The Total Amount of all Notices of Obligation to Date:
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.
Department Rep. Approver:
Title:
Signature:
Date:

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## EXHIBIT 3 ALTSD CAPITAL OUTLAY SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Valencia.

The County of Valencia was not required to provide documentation regarding special conditions, as referenced in the County of Valencia current published audit file. Therefore, the criteria to enter into this agreement have been met.

## EXHIBIT 4 ALTSD CAPITAL OUTLAY PROJECT DESCRIPTION SCOPE OF WORK (SOW)

### PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

1. Name of Grantee/ Fiscal Agent: Valencia County

Project Title: Del Rio Center Construction
 Grant Agreement Number: A20E5295

**4. Background Narrative**: The Del Rio Senior Center is the largest and most widely attended senior center in Valencia County. We see an average of 75 seniors per day, and up to 150 in dance days once a week. The Center is also the contingency site and kitchen for the entire program, which currently prepares 600 meals a day, with patterned signs of growth. Recently, the Belen Senior Center underwent renovations and could not use Del Rio as a contingency site due to lack of space and equipment. This results in an interruption to our services and frustration for our seniors. The program does not own its own senior center kitchen capable of supporting a program of our size. A larger kitchen with ample ventilation and plumbing would provide the necessary space to run the operations. With the program growing at the rate it is, Valencia County will need another main kitchen in order to properly function. This expansion and construction would allow for that.

#### 5. Work Plan:

The Del Rio Senior Center is the largest County owned senior facility. The current kitchen does not have adequate space, equipment, plumbing, or ventilation to support the size of the meal program provided by the County. The amount requested is \$200,000 and will be used to plan, design, and construct a larger kitchen.

#### 6. Budget Detail:

Project Cost Activities (These are only examples	Other Funds	State Funds
.Insert activities specific to the proposed project.)		
Architect/Engineer		\$10,000
Construction		\$100,000
Equipment		\$90,000
Totals		\$200,000

#### 7. Performance Measures:

The proposed project would provide funding for the plan, design, and reconstruction of the Del Rio Senior Center. With these funds, Valencia County will construct a larger kitchen, install ample ventilation, new hood systems, fire suppression extensions, flooring, plumbing, and a new walk-in refrigerator. The goal of the project is to become a self-sufficient program with a secondary prep kitchen capable of meeting the needs of Valencia County seniors. Success will be measured by having the ability to perform operations out of the Del Rio site in the same capacity as the Belen Senior Center. The needs of our community are growing, as is the number of people with those needs. We must plan for the future of our aging community, otherwise we risk not being able to provide the basic nutrition services to the at-risk population.

#### 8. Results:

The expected result from this project is to become a self-sufficient program with a secondary prep kitchen capable of meeting the needs of Valencia County seniors. As a result, the Del Rio Senior Center will become a secondary meal prep site which will allow expanded services to underserved parts of Valencia County. We anticipate expanding to more meal sites, which will be made possible by this project.

9.

Time Frame/ Milestones: (These are only examples. Insert milestones specific to the proposed project.)	(Project the month & year for each milestone)
RFP/Quotes Secured	January 2022
Bid Closing	March 2022
Bid Award to Contractor/Vendor	April 2022
Construction/Installation of Equipment	July 2022
Project Completion & Review	March 2023
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	June 2023

#### **10. Responsible Staff** (include Project Manager and Fiscal Contact):

Name: Nancy Gonzales

Title: Community Development/OAP Director
Address: 444 Luna Ave, Los Lunas, NM 87031
Email: nancy.gonzales@co.valencia.nm.us

Phone: 505-866-2072

Name: Jeremias Silva

Title: Grants Manager/Project Manager

Address: 444 Luna Ave, Los Lunas, NM 87031

Email: \_jeremias.silva@co.valencia.nm.us

Phone: 505-388-4967

**NOTICE:** The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



**Department Head:** County Sheriff, Denisse Vigil

Individual Making Request: Grants Manager, Jeremias Silva

Presentation at Meeting on: November 17, 2021

Date Submitted: November 8, 2021

Title of Request: Authorization to Allow Manager Monette the Authority to Accept the 2021

Grant Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG)

#### **Action Requested of Commission:**

Authorization to allow the Valencia County Manager Monette to sign and accept the 2021 Grant Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) award # 15PBJA-21-GG-01702-JAGX

#### **Information Background and Rationale:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) CFDA #16.738 is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

#### What is the Financial Impact of this Request:

The 2021 Local JAG allocation for Valencia County is \$31,208.00. The program operates on a reimbursement basis effective October 1, 2020 to September 30, 2024; the JAG Program does not require a match.

#### Legal:

The Board of County Commissioners may delegate its authority to the County Manager to accept the grant agreement and administer the grant. NMSA 1978, Section 4-38-19 (B) (1973) ("[a] board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities.") (Adren Nance)

#### Finance:

The appropriate budget adjustments will be requested once the contract is fully executed. (Loretta Trujillo)

Purchasing:		
☑ Any purchases that may result from these funds in the future shall adhere to the VC Purchasing		
Policy Limits and the NM State Procurement Code. (Rustin Porter)		
□ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services		
☐ Procurement Complete as Described Below:		
- -		
Do you recommend approval of this Agenda Request? Yes No		
Are you seeking direction from the Commission on this Agenda Request? Yes No If so, what?		
Authorization to allow the Valencia County Manager Monette to sign and accept the 2021 Grant Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) award # 15PBJA-21-GG-01702-JAGX		
Commissioner requesting this agenda item? Yes No If yes, the Commission will need to discuss further.		

#### Award Letter

October 13, 2021

Dear Danny Monette,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by VALENCIA, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$31,208.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg Deputy Assistant Attorney General

#### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

#### **Memorandum Regarding NEPA**

**NEPA Letter Type** 

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages
NEPA Letter

Incorporates NEPA Compliance in Further Developmental Stages

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <a href="https://www.bja.gov/Funding/nepa.html">https://www.bja.gov/Funding/nepa.html</a>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator		
First Name	Middle Name	Last Name
Orbin		Terry

#### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



#### **Recipient Name**

VALENCIA, COUNTY OF

#### **DUNS Number**

040706756

Street 1 Street 2

444 I UNA AVF

City State/U.S. Territory

LOS LUNAS New Mexico

Zip/Postal Code Country

87031 United States

County/Parish Province

### **Award Details**

Federal Award Date Award Type

10/13/21 Initial

Award Number Supplement Number

15PBJA-21-GG-01702-JAGX 00

Federal Award Amount Funding Instrument Type

\$31,208.00 Grant

#### **Assistance Listing Number Assistance Listings Program Title**

16.738

#### **Statutory Authority**

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

#### Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

#### **Solicitation Title**

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency** 

**OJP** 

**Program Office** 

**BJA** 

#### **Application Number**

GRANT13423063

**Grant Manager Name Phone Number** 

202-598-7139

**Elaine Smokes** 

E-mail Address

Elaine.Smokes@usdoj.gov

#### **Project Title**

Criminal Investigation Detective Work Stations

Performance Period

**Start Date** 

10/01/2020

**Performance Period End** 

**Date** 

09/30/2024

**Budget Period Start** 

**Date** 

10/01/2020

**Budget Period End Date** 

09/30/2024

#### **Project Description**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and

education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

I have read and understand the information presented in this section of the Federal Award Instrument.

#### Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

#### Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grantfunded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any

such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness

of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.



Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialquide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.



Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with

the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any

applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this award, the recipient--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from

reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.



All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to firsttier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.



Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-ofproject-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.



Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.



FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA). are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit,

upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp\_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R.

Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.



Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.



Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).



Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by

another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017) Update)), and are incorporated by reference here.



The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.



Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.



Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.



If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

**Load More** 

I have read and understand the information presented in this section of the Federal Award Instrument.

#### Award Acceptance

#### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

#### **Agency Approval** Name of Approving Official Title of Approving Official Signed Date And Time Deputy Assistant Attorney Maureen Henneberg 9/16/21 3:31 PM General

Authorized Representative
Entity Acceptance
Title of Authorized Entity Official

10/26/21, 4:42 PM	Funded Award	
	Signed Date And Time	



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: Chairman, Gerard Saiz

**Department Head:** Community Development Director, Nancy Gonzales **Individual Making Request:** Project / Grant Manager, Jeremias Silva

Presentation at Meeting on: November 17, 2021

Date Submitted: November 10, 2021

**Title of Request:** Consideration to Approve the Department of Finance & Administration Appropriation #21-F2927 to further support the Valencia County Abatement Program

#### **Action Requested of Commission:**

Consideration to approve the Department of Finance & Administration Appropriation #21-F2927 in the amount of \$390,000.00 to further support the Valencia County Abatement Program

#### **Information Background and Rationale:**

In the Laws of 2021, Chapter 138, Section 29, Paragraph 368, the Legislature made an appropriation, funds from which the Department is making available to Valencia County in the amount of Three Hundred Ninety Thousand Dollars (\$390,000.00) to plan, design, construct, improve, demolish and remove abandoned properties under abatement in Valencia County. State of New Mexico, Department of Finance and Administration, 2021 Capital Appropriation Project Grant Agreement for project number 21-F2927 Appropriation Reversion Date: June 30, 2025.

#### What is the Financial Impact of this Request:

The Capital Appropriation Project is for \$390,000.00 and operates on a reimbursement basis; no match is required. The County shall only be reimbursed monies for which DFA has issued and the County has received a Notice of Obligation.

#### Legal:

Pursuant to the laws of 2021, Chapter 138, Section 29, Paragraph 368, Three Hundred Ninety Thousand Dollars (\$390,000.00) to plan, design, construct, improve, demolish and remove abandoned properties under abatement in Valencia county; Appropriation Reversion Date: 30-JUN-25. The abatement will be accomplished pursuant to the County's current laws and regulations. Although some funds can be recovered from the property owners of abated property, however generally the funds are not adequate to make the program self-sustaining, thus grant funds and other funds are required. *(Adren Nance)* 

#### **Finance:**

A budget adjustment will be forthcoming to properly record this capital appropriation in our FY2022 budget. (*Loretta Trujillo*)

<ul> <li>Purchasing:</li> <li></li></ul>				
			☐ Procurement Complete as Described Below:	
			1 Tocurement Complete as Described Below.	
Do you recommend approval of this Agenda Request? Yes No				
Are you seeking direction from the Commission on this Agenda Request? Yes No If so, what?				
Consideration to approve the Department of Finance & Administration Appropriation #21-F2927 in the amount of \$390,000.00 to further support the Valencia County Abatement Program				
Commissioner requesting this agenda item? Yes No				
If yes, the Commission will need to discuss further.				

## STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the <u>Valencia County</u>, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

#### **RECITALS**

**WHEREAS**, in the Laws of 2021, Chapter 138, Section 29, Para. 368, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

#### **AGREEMENT**

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

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

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

21-F2927 \$390,000.00 Appropriation Reversion Date: 30-JUN-25 Laws of 2021, Chapter 138, Section 29, Paragraph 368, Three Hundred Ninety Thousand Dollars (\$390,000.00) to plan, design, construct, improve, demolish and remove abandoned properties under abatement in Valencia county;

The Grantee's total reimbursements shall not exceed Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (\$0.00), which equals Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee Valencia County
Name Danny Monette
Title County Manager

Address PO Box 1119, Los Lunas, NM danny.monette@co.valencia.nm.us

Telephone 505-866-2034

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee Valencia County
Name Danny Monette
Title County Manager

Address PO Box 1119, Los Lunas, NM danny.monette@co.valencia.nm.us

Telephone 505-866-2034

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division

Name Ms. Maria Urban Title Project Manager

Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

Email <u>maria.urban@state.nm.us</u>

Telephone 505-827-8061

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

#### ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

# C. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event</u> of Early Termination

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

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

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

#### ARTICLE VII. AMENDMENT

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

#### **ARTICLE VIII. REPORTS**

#### A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

#### B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
  - (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

#### C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

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

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

#### B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

#### ARTICLE XIII. LIABILITY

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

#### ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Valencia County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Valencia County** 's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

#### ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  - 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
  - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  - 4. terminate this Agreement pursuant to Article V (A) of this Agreement.

# ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursementsrule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

## **GRANTEE**

Valencia County	
Entity Name	
By:	_
By:(Type or Print Name)	
Its:	
Its: (Type or Print Title)	
厚	
Signature of Official with Authority to Bind Grantee	
Date	
DEPARTMENT OF FINANCE AND ADMIN LOCAL GOVERNMENT DIVISION	ISTRATION
Its: Division Director	
Signature	
Date	



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



**Department Head: Orlando Montoya** 

Individual Making Request: Maria Eugenia Garcia Presentation at Meeting on: November 17, 2021

Date Submitted: November 10, 2021

**Title of Request: Indigent Report** 

#### **Action Requested of Commission:**

Consideration of Indigent Report - includes medical claims and appeals; adult detention medical services contract

#### **Information Background and Rationale:**

Indigent report with 16 medical claim(s); 7 medical appeal(s), and November adult detention center medical services contract payment

#### What is the Financial Impact of this Request:

Medical claims and medical services contract are budgeted items and recommended for approval

approval
Legal:
n/a
Finance:
These are budgeted expenses from the indigent fund (Loretta Trujillo, Finance Director)
Purchasing:
Not applicable - Agenda Item Does Not Include the Purchase Goods and/or Services Procurement Complete as Described Below:



#### VALENCIA COUNTY

## HCAP and Multi-Line Insurance Services 444 Luna Avenue ¤ P.O. Box 1119 Los Lunas, New Mexico 87031

Office: 505.866.2016 Fax: 505.866.3366

November 17, 2021

November 12, 2021

The following is the summary of activity for the month of November:

Summary:

21 claims were submitted by individuals of the public in the amount of **\$7,103.68** of which **\$4,596.32** is being submitted for consideration.

2 claim(s) were submitted by individuals of the detention center in the amount of **\$2,582.00** of which **\$645.50** is being submitted for consideration.

7 appeals in the amount of - **\$565.93** 365 days (7) \$565.93

23 total claims were submitted in the amount of **\$5,807.75** for consideration.

November 2021, CorrHealth, Detention Center medical contract payment is \$15,086.26

Total amount for consideration from the Indigent Fund: \$20,894.01

Indigent Fund Balance Sheet Surplus (as of November 09, 2021): \$1,021,311.49

## Valencia County Commission Meeting: November 17, 2021

Gerald Saiz, Chair, District I
Troy Richardson, District II

Jhonathan Aragon, Vice-Chair, District V David A. Hyder, District III

Mike Milam, Valencia County Clerk

Joseph Bizzell, District IV

#### **Commission approved for Payment from Indigent Fund is:**

a.	Medical Claims	\$	5,241.82	
b.	Appeals	\$	565.93	
C.	Medical Services Contract	(November) \$	15,086.26	
		, , ,	ŕ	
	Total		20,894.01	
Approved by the Val	lencia County Indigent Fund Boa	ard at Regular Busir	ness Meeting Date	November
Gerald Saiz, Chair, D	District I			
	Vice-Chair, District V			
Troy Richardson, Di	strict II			
David A. Hyder, Dist	rict III			
Joseph Bizzell, Disti	rict IV			
	Attes	sted by:		

Indigent #	Service Provider	Povider Acct #	Date of Service	Med Procedure	Amount Billed	Amount Approved	0	Reason for Denial	Appeal Amount	t P/D	#
15549	AMERICAN MEDICAL RESPONSE SW	328-21722685-00	8/31/2021	EMS Services	\$ 265.00	\$ 265.00	\$ -	contract w/o	\$	- p	1
15357	FIRST CHOICE COMMUNITY HEALTHCARE	237269	9/16/2021	Dental Services	\$ 407.00	\$ 407.00	\$ -	contract w/o	\$	- p	2
16012	FIRST CHOICE COMMUNITY HEALTHCARE	197775	1/31/2017	Dental Services	\$ 410.00	\$ 410.00	\$ -	contract w/o	\$	- p	- 1
15900	FIRST CHOICE COMMUNITY HEALTHCARE	130171	9/20/2021	Dental Services	\$ 65.00	\$ 65.00	\$ -	contract w/o	\$	- p	4
15193	KIM OWENS	ALBINA TERRAZAS	7/9/2021	Other	\$ 520.00	\$ 520.00	\$ -	contract w/o	\$	- p	- 5
15193	KIM OWENS	Terrazas	9/3/2021	Other	\$ 455.00	\$ 455.00	\$ -	contract w/o	\$	- p	6
16000	LOVELACE HEALTH SYSTEM	2441314	1/8/2021	Outpatient Hospital	\$ 28.50	\$ 7.13	\$ -	contract w/o	\$	- p	
15095	NM ORTHOPAEDIC ASSOCIATES	1137873	8/12/2021	Other	\$ 20.73	\$ -	\$ 20.73	contract w/o	\$	- p	
16010	NOBLIN FUNERAL HOME	GABRIEL L JARAMILLO	10/4/2021	Cremation	\$ 600.00	\$ 600.00	\$ -	contract w/o	\$	- p	-
16009	NOBLIN FUNERAL HOME	JOSEPH GILBERT JARAMILLO	9/5/2021	Cremation	\$ 600.00	\$ 600.00	\$ -	contract w/o	\$	- p	10
16008	NOBLIN FUNERAL HOME	MARK SAMUEL OWENSBY	9/5/2021	Cremation	\$ 600.00	\$ 600.00	\$ -	contract w/o	\$	- p	1:
15467	PRESBYTERIAN HEALTHCARE SERVICES	NS10311525051	5/5/2021	Outpatient Hospital	\$ 200.00	\$ 50.00	\$ 150.00	contract w/o	\$	- p	1:
16013	ROMERO FUNERAL HOME	SUSAN ELSNER	11/5/2021	Cremation	\$ 600.00	\$ 600.00	\$ -	contract w/o	\$	- p	13
15818	SOCORRO GENERAL HOSPITAL	HB5023526601	6/6/2021	DC - Outpatient Hospital	\$ 1,273.00	\$ 318.25	\$ 954.75	contract w/o	\$	- dc	14
15864	UNM HEALTH SCIENCES	\$716656500201	7/29/2021	DC - Outpatient Hospital	\$ 1,309.00	\$ 327.25	\$ 981.75	contract w/o	\$	- dc	1
16000	UNM HOSPITALS	84064336	4/28/2021	Outpatient Hospital	\$ 68.75	\$ 17.19	\$ 51.56	contract w/o	\$	- p	10
16000	UNM MEDICAL GROUP	27939039	10/16/2018	Outpatient Hospital	\$ 301.00	\$ -	\$ 75.25	365 days	\$	75.25 p	1
16000	UNM MEDICAL GROUP	28006209	10/16/2018	Outpatient Hospital	\$ 463.00	\$ -	\$ 115.75	365 days	\$	115.75 p	18
16000	UNM MEDICAL GROUP	31377788	6/22/2020	Outpatient Hospital	\$ 97.35	\$ -	\$ 24.34	365 days	\$	24.34 p	19
16000	UNM MEDICAL GROUP	31343997	8/28/2020	Outpatient Hospital	\$ 592.90	\$ -	\$ 148.23	365 days	\$	148.23 p	20
16000	UNM MEDICAL GROUP	28006208	10/16/2018	Outpatient Hospital	\$ 263.00	\$ -	\$ 65.75	365 days	\$	65.75 p	2
16000	UNM MEDICAL GROUP	31356936	8/28/2020	Outpatient Hospital	\$ 285.45	\$ -	\$ 71.36	365 days	\$	71.36 p	2:
16000	UNM MEDICAL GROUP	28006210	10/16/2018	Outpatient Hospital	\$ 261.00	\$ -	\$ 65.25	365 days	\$	65.25 p	2
					\$ 9.685.68	\$ 5.241.82	\$ 2,746,09		Ś	565.93	

Public & Detention Center Claims:	DC	DC		Public		Total		
# of claims	DC - 2		P - 21		Total Claim	ıs - 23		
Billed	\$	2,582.00	\$	7,103.68	\$	9,685.68		
Approved	\$	645.50	\$	4,596.32	\$	5,241.82		
Appeals (365 days)	\$	-	\$	565.93	\$	565.93		
-								

5,807.75



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Commission Sponsor: as per Valencia County Code of Ordinance Section I 54.061

**Department Head:** Community Development Director, Nancy Gonzales

Individual Making Request: Kathleen Stevenson

**Presentation:** November 17, 2021 **Date Submitted:** November 9, 2021

Title of Request: Request for a Zone Change from Rural Residential 2 (RR-2) to Rural Residential

1(RR-1) for a Lot Split. Application: ZC #2021-066

#### **Action Requested of Commission:**

Consideration for approval of a zone change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split.

Legal Description(s): ZC #2021-066 Subdivision: Land of Bessie Sanchez, Tract A1C, 1991 REV, Map 88, 2.00 ac; also known as 9 James Sanchez Ln, Belen, NM 87002, Zoned Rural Residential 2 (RR-2), Filed in the Office of the Valencia County Clerk, Book 14, Page 232.

### **Information Background and Rationale:**

Kathleen Stevenson requested a zone change from Rural Residential 2 (RR-2) to Rural Residential 1 (RR-1) for a lot split. The Planning & Zoning Commission heard this request at the September 28, 2021 meeting. After hearing testimony from the applicant and County Staff, the P&Z Commission voted 5-0to recommend approval of this request.

#### What is the Financial Impact of this Request:

No overall financial impact of this request.

#### Legal:

Pursuant to §154.061(C), a quasi-judicial zone change to a zoning map may be authorized provided that the applicant demonstrates compliance with the following criteria:

- (1) The proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive plan;
- (2) The proposed change is appropriate considering the surrounding land uses, the density and pattern of development in the area, any changes which may have occurred in the vicinity to support the proposed amendment and the availability of utilities and services likely to be needed by the anticipated uses in the proposed district; and
- (3) The proposed change enhances the county's protection of the public health, safety and welfare of Valencia County (*David Pato*)

Purchasing:  Any purchases that may result from these funds in the future shall adhere to the VC Purchasing Policy Limits and the NM State Procurement Code. (Rustin Porter)  Not Applicable − Agenda Item Does Not Include the Purchase of Goods and/or Services  Procurement Complete as Described Below:
Do you recommend approval of this Agenda Request? Yes No

No

No

Are you seeking direction from the Commission on this Agenda Request? Yes

<u>Finance:</u> Not applicable *(Loretta Trujillo)* 

Commissioner requesting this agenda item? Yes

If so, what?

If yes