

CHAVES COUNTY BOARD OF COMMISSIONERS
SPECIAL BUSINESS MEETING

November 7, 2014 –10:00 a.m.

Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers - #1 St. Mary's Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

AGENDA ITEMS:

A. AGREEMENTS AND RESOLUTIONS

1. Agreement A-14-040 Between Chaves County and New Mexico Aging and Long Term Services for Emergency Funding to Purchase Vehicle for JOY Senior Center
2. Resolution R-14-052-Supporting Proposed Amendments to the Dairy Rule
3. Resolution R-14-055-Supporting the 2015 Legislative Priorities of the New Mexico Association of Counties
4. Resolution R-14-057-Approval of Budget Increases for Various Funds

B. OTHER BUSINESS

5. Canvass 2014 General Election

- **COUNTY MANAGERS' COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

AGENDA ITEM: ___ 1 ___

Agreement A-14-040 Between Chaves County
And New Mexico Aging and Long Term Services for
Emergency Funding to Purchase Vehicle for JOY
Senior Center

MEETING DATE: November 7, 2014

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Attorney

ACTION REQUESTED: Ratify Agreement

ITEM SUMMARY:

This agreement sets forth the terms and conditions for Chaves County to receive emergency funding from Aging and Long Term Services for the purchase of a vehicle for JOY Senior Center. The vehicle was originally purchased with grant funds from Aging and Long Term Services last fiscal year. However, the vehicle did not arrive prior to the end of the fiscal year due to manufacturing issues. As such, Aging and Long Term Services has requested that Chaves County return the original grant funds and be reimbursed by the new emergency funding.

Staff recommends ratification of Agreement A-14-040.

SUPPORT DOCUMENTS: Agreement A-14-040

SUMMARY BY: Stanton L. Riggs

TITLE: County Attorney

**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 23 day of October, 2014, by and between the Aging and Long-Term Services Department, P.O. Box 27118, New Mexico, 87502-7118, hereinafter called the "Department" or abbreviation such as "ALTSD", and Chaves 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 2012, Chapter 54, 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, 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 and is further described in **Exhibit 4**, Project Description. Grantee agrees to expend the funds in accordance with the Project Description.

(Emergency) 2015-005 \$42,000.00
APPROPRIATION REVERSION DATE: June 30, 2015

Laws of 2014, HB 2, Chapter 63, Section 2.c, Page 871, forty-two thousand dollars (\$42,000), to purchase and equip vehicles for the Roswell JOY Senior Center in Chaves County.

The Grantee's total reimburses shall not exceed the appropriation amount forty-two thousand dollars (\$42,000), (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (\$0), which equals (\$42,000), (the "Adjusted Appropriation Amount").

¹ 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.

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 Reimburse² 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

² "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.

- 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 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: Chaves County
Name: Charlotte Andrade
Title: Community Development Director
Address: 1 Saint Mary's Place, Roswell, NM 88203
Email: ccgrants@co.chaves.nm.us
Telephone: 575-624-6559

Department: Aging and Long-Term Services Department
Name: Rebecca Martinez
Title: Capital Projects Bureau Chief
Address: P.O. Box 27118, Santa Fe, NM 87502-7118
Email: rebeccas.martinez@state.nm.us
Telephone: 505-476-4768
FAX: 505-476-4836

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, 2015** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early

termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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. Paper Monthly Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report monthly and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month,

beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

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 2**, 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. Deadlines

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

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

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The 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, and 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 sub awards, including subcontracts, loans and cooperative agreements. All sub recipients 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 of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part 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 ALTSD 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, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination. Chaves 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 Chaves County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by Chaves County or the Department."

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

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

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Chaves County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves 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.

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, see **Exhibit 3**, 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

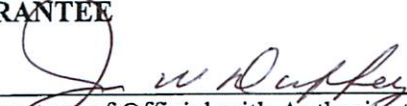
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees 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 this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

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

GRANTEE



Signature of Official with Authority to Bind Grantee

By: James W Duffey
(Type or Print Name)

Its: Chairman
(Type or Print Title)

10/21/14

Date

ATTESTED BY



Dave Kunko, County Clerk

AGING AND LONG-TERM SERVICES DEPARTMENT

By: 

ALTSD Cabinet Secretary Deputy

Date: 10/23/14

By: 

ALTSD Legal Counsel - Certifying Legal Sufficiency

Date: 10/22/14

By: 

ALTSD Chief Financial Officer

Date: 10/23/14



**EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY/FINAL REPORT FORM & REQUEST FOR PAYMENT FORM**

MONTHLY REPORT FINAL REPORT PAY REQUEST NO. _____
(Due on the last day of each month) DATE: _____

Grantee: _____ Grant Number: _____ Reporting Period: _____ Grant Expiration Date: _____

Address: _____ City _____ State _____ Zip _____ 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
 Purchase 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. *(Attach extra 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 Requested This Payment: _____
 Grant Balance: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable This Grant
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.

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

 Grantee Fiscal Officer Signature & Printed Name

 Grantee Representative Signature & Printed Name *(Preparer)*

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 201__.

Notary Public: _____
 My Commission Expires: _____

STATE AGENCY USE ONLY

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

ALTSD Accounting Manager _____ Date _____ ALTSD Capital Outlay Bureau Chief _____ Date _____
 Vendor Code: _____ Fund No: _____ BudRef: _____ Class Code: _____

SBOF DRAW INFORMATION: Warrant # _____ Amount of Request: _____ Date: _____ Initials: _____
 Fiscal Year Expenditure Period Ending: *(check one)* (Jan-Jun) Fiscal Year _____
 (Jul-Dec) Year _____

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

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

PROJECT NUMBER: _____

As the designated representative of the Department for Grant Agreement number 2015-005 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:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse 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 adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

No special conditions are required for this grant.

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

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Roswell JOY Senior Center Vehicles
3. **Grant Agreement Number/Project Number:** 2015-005 (ref. 2012-1236)
4. **Background Narrative:**
 - A. Chaves County is requesting \$42,000 in emergency funding for the payment of a handicapped accessible van for the Roswell JOY Senior Center. Several manufacturing delays occurred resulting in vehicle delivery after the STB contract termination date.
 - B. Chaves County performs as fiscal agent for the Roswell JOY Senior Center – a center dedicated to serving the elderly community. The Roswell JOY Senior Center received appropriated funds under NMALTS Contract #2012-1236. The expiration date for these funds was June 30, 2014. Project funds were encumbered under the Chaves County Procurement Guidelines and the vehicle was scheduled for delivery prior to the June 30, 2014 deadline. The Roswell JOY Center serves our elderly community on a very limited budget and does not have the financial means to apply towards this purchase. Chaves County does not have the budgeted funds for this expenditure.
5. **Work Plan:** Project funds were requested to provide safe and secure transportation to the senior facility for our handicapped, elderly citizens. Without the vehicle, transportation arrangements would extend to family members who are dependent on the services provided to their family members, adding an additional hardship for many.
6. **Budget Detail:**

Project Cost Activities	Other Funds	Legislative Funds
Vehicle:		
2014 Eldorado National Amerivan PT Low Floor Mini Van		\$35,491.02
Other Costs:		
Bob Turner Power Ford Van Options		\$6,508.98
Total		\$42,000.00

7. **Performance Measures:** Transportation costs will be budgeted in the FY 2015 operations and maintenance Roswell JOY Center budgets.
8. **Results Expected:** The Roswell JOY handicapped, elderly population will continue to have safe and secure transportation.
9. **Time Frame/ Milestones:**

Purchase/Install Vehicle	Month 1
Project Completion Review	Month 2
Project Closure/Archives Complete	Month 3
(Appropriation Reversion Date: June 30, 2015)	

10. **Responsible Staff:** Charlotte Andrade, Community Development Director/Chaves County, 575-624-6559, ccgrants@co.chaves.nm.us

AGENDA ITEM: 2

Resolution R-14-052 Supporting Proposed
Amendments to the Dairy Rule

MEETING DATE: November 7, 2014

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution states the County's desire to support proposed amendments to the Dairy Rule to omit the burdensome regulations and requirements that do not have the support of the dairy industry, while maintaining a reasonable regulatory environment.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-14-052

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**RESOLUTION R-14-052
IN SUPPORT OF
PROPOSED AMENDMENTS TO THE DAIRY RULE**

WHEREAS, in 2009 the New Mexico Legislature passed Senate Bill 206 that required the Water Quality Control Commission (hereinafter “WQCC”) to adopt regulations for the dairy industry specifying the methods to be used to prevent groundwater pollution and for monitoring, allowing variations in requirements based on site-specific factors;

WHEREAS, in 2010 the WQCC adopted the required rules proposed by the New Mexico Environment Department (hereinafter “NMED”) which were appealed by the dairy industry;

WHEREAS, in 2011 the WQCC adopted certain amendments to the dairy rules and since 2012 NMED has issued draft and final permits to dairies based upon the rules adopted by the WQCC;

WHEREAS, the draft and final permits issued by NMED have imposed costly new requirements for monitoring and changes to existing facilities without providing increased environmental protections. Many of these changes were not contemplated when the dairy rules were adopted. A review of the pending permits show that the current rule will require seven hundred and twenty or more (720+) new monitoring wells to comply with the new regulations. These wells will cost at a minimum \$15,000.00 per well resulting in an expenditure of the dairy industry statewide of over ten million dollars (\$10,000,000.00). This imposes an unreasonable burden on the dairies such that most, if not all, dairies have to seek a variance from the WQCC;

WHEREAS, the dairy industry has petitioned the WQCC to consider amendments to the dairy rules that will provide some flexibility from the prescriptive requirements of the dairy rules, allowing NMED to consider and approve alternative methods when warranted by site-specific circumstances but without the need for variances;

WHEREAS, a hearing before the WQCC has been scheduled in December 2014 to consider the dairy rule amendments proposed by the dairy industry as well as testimony and other input by other interested parties, including NMED, the Department of Agriculture and the public;

WHEREAS, the dairy industry is vital to the economic growth, stability and vitality of rural counties and municipalities, ninety five percent of the dairies in New Mexico are family owned and the industry provides over 4,200 jobs statewide;

WHEREAS, the direct economic impact of the dairy industry in New Mexico is approximately 1.02 billion dollars and the total economic impact, when you consider ancillary industries, is approximately 2.6 billion dollars. New Mexico dairies are one of the largest producers of agricultural products in the state;

WHEREAS, Chaves County is the largest agricultural producing county in New Mexico;

WHEREAS, Chaves County is home to 32 dairies, producing over 163 million pounds of milk, the most milk by a county in New Mexico;

WHEREAS, the dairy industry has a huge effect on the economy of Chaves County, with the total monthly milk check averaging around 33 million dollars;

WHEREAS, the dairy producers recognize that it is essential to protect water quality as they live, work and raise their families on the land where the cows reside;

WHEREAS, the methods required for such protection of surface and groundwater must be reasonable and take into account site-specific factors such as depth and distance to groundwater and geological and hydrological conditions;

WHEREAS, balanced, predictable and flexible regulations are essential to promote, develop and sustain the dairy industry in New Mexico; and

WHEREAS, we are convinced that the dairy industry's proposed amendments to the dairy rules accomplish these goals in a manner that will protect water quality and ensure the dairy industry will thrive and help energize our state economy into the future.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for Chaves County, New Mexico, that NMED and WQCC are encouraged to revise the Dairy Rules by omitting the burdensome regulations and requirements that do not have the support of the dairy industry. We specifically request NMED and WQCC consider the following:

1. The current rule is too prescriptive and ridged. The new rule should allow more flexibility and incorporating proven technologies. For example, compacted clay liners may be more effective than synthetic liners and NMED should have the ability to approve compacted soil liners in cases where it is demonstrated that it would be as effective or more effective than a synthetic product;
2. The current rule requires dairies to install multiple new monitoring wells at tremendous cost of at least \$15,000 per well. It is estimated that to comply with the rule, the dairy industry state wide will have to drill at least 720 or more new monitoring wells for an expenditure of well over \$10,000,000.00. This requirement is excessive, particularly where existing dairies have adequate monitoring wells in place. NMED should not require the drilling of excessive and/or unnecessary monitoring wells. This lack of site specific adaptability is the definition of over-regulation;
3. The current rule allows only two types of back flow prevention systems. Only one of the allowable systems is applicable to agricultural irrigation systems. NMED in the rule allow flexibility to approve effective reliable devises that are designed for agricultural irrigation systems;
4. Aspects of the current rule are unclear and some are already outdated. The current rule incorporates guidelines from the Natural Resource Conservation Service which includes very detailed language that is unnecessary and confusing. The new rule should allow nutrient management plans that are effective and not rely on rote guidelines that may not be effective;

5. The current rule includes provisions that do not reflect standard practices and current technologies. The new rule should reflect standard practices that are proven to protect the safety and welfare of the animals, employees and the environment; and
6. The dairy industry's proposed amendments to the Dairy Rule should be supported and adopted.

While we agree it is in the public interest to have a reasonable regulatory environment for the dairy industry, we express our concern the Dairy Rule has been amended and implemented in such a manner that it is now adverse to a robust and economically viable dairy industry. Chaves County depends on the dairy industry for the creation of thousands of jobs, economic stability, a substantial tax base and economic opportunity that extends well beyond the raising of milk cows and the production of milk.

Therefore, we respectfully request the WQCC and NMED consider this resolution and our expressed concerns. A copy of this resolution shall be transmitted to the WQCC and NMED with the request that it be incorporated in the official public comments when the WQCC reconvenes its rulemaking hearing.

Done this 7th day of November, 2014.

Board of Commissioners for Chaves County, New Mexico

By: _____
James W. Duffey, Chairman

Attest: _____
Dave Kunko, Chaves County Clerk

AGENDA ITEM: 3

Resolution R-14-055 Supporting the 2015
Legislative Priorities of the New Mexico
Association of Counties

MEETING DATE: November 7, 2014

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

Pursuant to a request by the New Mexico Association of Counties, this Resolution, if approved, states Chaves County's desire to support the NMAC legislative priorities list for the 2015 legislative session.

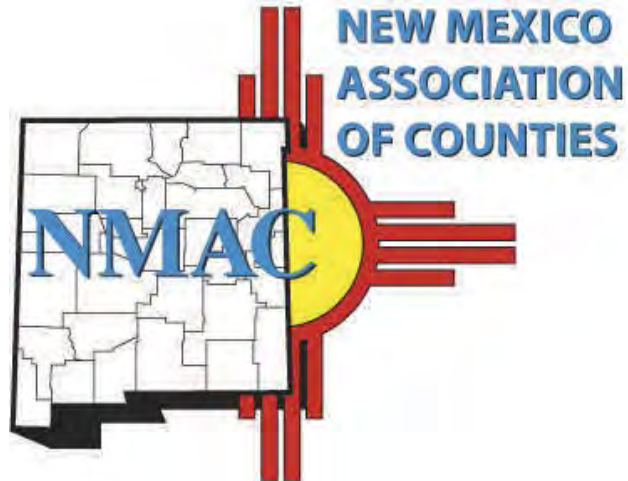
Staff recommends approval of Resolution R-14-054.

SUPPORT DOCUMENTS: Resolution R-14-055

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

New Mexico Association of Counties



2015 NMAC Legislative Priorities

**As approved by the
NMAC Board of Directors
August 7, 2014**

**THE NEW MEXICO ASSOCIATION OF COUNTIES
EXECUTIVE COMMITTEE 2014-2015**

Officers	District Representatives
Paula Garcia, President Mora County Commissioner	Liz Stefanics, District I Santa Fe County Commissioner
Sharon Stover, President Elect Los Alamos County Clerk	Van H. Robertson, District II Union County Commissioner
Clyde Ward, Vice President San Juan County Assessor	Danny Monette, District III Socorro County Commissioner
Wendell Bostwick, Past President Curry County Commissioner	Jake Lopez, District IV Roosevelt County Commissioner
Alvin Maestas, Treasurer Guadalupe County Commissioner	Brett A. Kasten, District V Grant County Commissioner
Steve Kopelman NMAC Executive Director	James Duffey, District VI Chaves County Commissioner

THE NMAC BOARD OF DIRECTORS 2014-2015

Maggie Toulouse Oliver, Bernalillo County	Carol Bowman-Muskett, McKinley County
Susan Griffin, Catron County	Paula Garcia, Mora County
James Duffey, Chaves County	Cathe Prather, Otero County
Edward J. Michael, Cibola County	Janie Hoffman, Quay County
Bill Sauble, Colfax County	Alfredo Montoya, Rio Arriba County
Matt Murray, Curry County	Jake Lopez, Roosevelt County
Rosalie Joiner, De Baca County	Clyde Ward, San Juan County
David Gutierrez, Doña Ana County	Elaine Estrada, San Miguel County
Glenn Collier, Eddy County	Orlando Lucero, Sandoval County
Brett A. Kasten, Grant County	Liz Stefanics, Santa Fe County
Alvin Maestas, Guadalupe County	Walter Armijo, Sierra County
Pete Callahan, Harding County	Danny Monette, Socorro County
Ed Kerr, Hidalgo County	Gabe Romero, Taos County
Pat Snipes Chappelle, Lea County	Linda Jaramillo, Torrance County
Rhonda Burrows, Lincoln County	Van Robertson, Union County
Sharon Stover, Los Alamos County	Mary Andersen, Valencia County
Dora Madrid, Luna County	
Ex-Officio members:	
Christine Tenski, Probate Judge Affiliate	Danny Monette, WIR Board Member
Edward J. Michael, NACo Board Member (Urban)	Ron Lethgo, Multi-Line Representative
Janie Hoffman, NACo Board Member (Rural)	Robert Anaya, Workers' Compensation Representative
Liz Stefanics, NACo Board Member At-Large	Steve Kopelman, Executive Director
Walter Armijo, WIR Board member	



2015 NMAC LEGISLATIVE PRIORITIES

The following were selected as priorities by the NMAC Board of Directors for the 2015 session. They are listed with their originating entity: Affiliate, Policy or Executive Committee, and are not in numerical order.

- Page 4
- **Safety Net Care Pool**
Remove counties' responsibility to fund Medicaid, and the Safety Net Care Pool, and consider the consolidation of some existing county local option gross receipts tax increments. (Health Care Policy Committee)
- Page 6
- **Keep Southwest Chief /Amtrak Service**
Support continuation of Amtrak's SW Chief and create reasonable funding alternatives. (Commissioners)
- Page 7
- **Tax Roll Corrections**
Authorizes the County Treasurer in conjunction with the County Assessor to make changes to the tax schedule and clarifies the authority and reasons necessary for tax schedule changes to correct obvious errors. (Assessors)
- Page 10
- **Delinquent Property Tax Payments**
Authorize County Treasurers to receive all payments of property taxes, including those turned over to the Property Tax Division of the Taxation & Revenue Department for collection and placed on installment agreements. (Treasurers)
- Page 12
- **Increase Detention Facilities Funding**
Restore County Detention Facilities Reimbursement Act funding. (Detention Administrators)
- Page 15
- **Job Creation and IRB Act Improvement**
Allow counties to increase economic growth and job creation by expanding the list of projects eligible for an IRB, and removing the complaint process for certain IRB projects. (Managers and Executive Committee)
- Page 19
- **Public Lands Task Force (Memorial)**
Create a task force to evaluate state and county dependence on federal revenue, conduct an inventory of federal land ownership within the state, and study the legal, economic and practical impact of a potential transfer of certain public lands from the federal government to the state. (Public Lands & Natural Resources Policy Committee)
- Page 21
- **Inmate Options (Memorial)**
Study housing options and service delivery for detention inmates with special medical and mental health needs. (Commissioners)

Healthcare Policy Committee

Resolution on SB 268/Hospital Funding

WHEREAS, New Mexico counties care greatly about health care for their local citizens and value their local hospitals, particularly in rural areas; and

WHEREAS, counties have long played an integral role in providing health care services for their indigent residents; and

WHEREAS, for nearly 20 years counties have worked collaboratively with their local community hospitals in helping fund the Sole Community Provider program and in coordinating health care for their local citizens; and

WHEREAS, the Sole Community Provider program has now been replaced by the Safety Net Care Pool (SNCP), which provides funding for community hospitals for Medicaid base rate increases and uncompensated care for Medicaid patients; and

WHEREAS, the counties' role under the SNCP has been significantly diminished and their financial contribution to the SNCP no longer has any relationship to the funds disseminated by the Human Services Department (HSD) to the counties' respective community hospitals; and

WHEREAS, information provided by HSD regarding the SNCP has been confusing and often contradictory, and the distribution formula to community hospitals has been inequitable and difficult to ascertain; and

WHEREAS, finding a solution to funding the SNCP requires communication and cooperation among the various stakeholders—counties, hospitals, and the state, in both the legislative and executive branches; and

WHEREAS, the SNCP is part of the federal Medicaid program, and is therefore a state responsibility that should be fully funded by the state; and

WHEREAS, SB268, as passed by the legislature in 2014, required most counties to contribute the equivalent of a 1/12th % gross receipts tax (grt) increment to the SNCP, and was intended to be a three-year interim solution for funding that program; and

WHEREAS, the Governor's line item veto of the three-year limitation on county funding of SNCP will result in unlimited long term county financial responsibility for the program that will ultimately cost the counties hundreds of millions of dollars; and

WHEREAS, that long term county financial responsibility was neither authorized nor intended by the legislature in SB 268.

NOW THEREFORE BE IT RESOLVED THAT the New Mexico Association of Counties supports legislation that would accomplish one or more of the following:

- 1) increase the state budget to fully fund the new SNCP and amend SB268 to remove counties' responsibility to fund the SNCP;
- 2) transfer the new county 1/12th grt to the state to fund the SNCP;
- 3) consolidate particular existing county local option grt increments that are in many cases unused and unusable, and de-earmark others;
- 4) authorize a state hospital bed tax, the proceeds of which could be used to fund the SNCP, to be matched with federal funds;
- 5) to develop solutions that would remove the financing of Medicaid from counties and place that responsibility with the state.

BE IT FURTHER RESOLVED THAT the New Mexico Association of Counties' Board of Directors authorizes the NMAC Healthcare Policy Committee to work collaboratively and in consultation with the NMAC Executive Committee to flesh out priority solutions with the Governor's office and Legislative leadership.

by *Stefanico*

Health Care Policy Committee Chair

7/25/2014

Date

NEW MEXICO ASSOCIATION OF COUNTIES

Commissioners AFFILIATE, RESOLUTION # 1

1. Short Title or Subject	Maintain Southwest Chief Amtrak Service
2. Affected Affiliates	Commissioners, managers
3. Impact on County Revenues/Finance	Loss of \$29.3 million in direct economic benefits
4. Legislation Resolution or Policy Statement Or Resolution for Congressional Delegation	Legislation Resolution and resolution for congressional support
5. Requested as NMAC Legislative Priority	yes

WHEREAS, Amtrak's Southwest Chief serves northern New Mexico on its route between Chicago and Los Angeles on the host railroad line of Burlington Northern Santa Fe Railway (BNSF); and

WHEREAS, Fiscal Year 2012 revealed a total of 34,444 Amtrak boarding's and alighting's among the Raton, Las Vegas, and Lamy stations; and

WHEREAS, a Report of the Annual Economic Impact of Amtrak's Southwest Chief in New Mexico, dated November 11, 2013 and filed with the NM Interim Transportation Infrastructure Sub-Committee on November 12, 2013 assesses the annual visitor spending impact in the Lamy-Raton corridor at \$29.3 million in economic output, \$8.9 million in worker earnings and 368 jobs; and

WHEREAS, Amtrak's agreement with BNSF for use of the track expires in January of 2016; and

WHEREAS, Amtrak indicates it does not have sufficient funds to pay BNSF to maintain the line to 79 mph passenger rail standards; and

WHEREAS, Amtrak needs funding in place to remain on the current route or it shall begin relocation or discontinuance of the train by January 2016; and

WHEREAS, long distance passenger rail is a vital and necessary part of our national transportation system and economy; and


WHEREAS, the federal government has declined to provide the needed fiscal support to allow Amtrak to pay for the necessary capital investment and annual maintenance in New Mexico, Colorado, and Kansas; and

WHEREAS, New Mexico, Kansas, and Colorado support the Southwest Chief and seek State and Congressional support for additional funding;

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties support legislation that would:

1. Allow the continuation of Amtrak's Southwest Chief along its current and historic route; and
2. Create a Southwest Chief Rail Service Fund or other reasonable funding alternatives; and support
3. Efforts by the New Mexico Congressional Delegation in supporting and maintaining the Southwest Chief on its current route.

Signed 
Affiliate Chair

Signed 
Affiliate Chair

Date June 19, 2014

NEW MEXICO ASSOCIATION OF COUNTIES
ASSESSOR'S AFFILIATE RESOLUTION NUMBER, 3

Brief Title or Subject: Tax Roll Corrections Authority and Responsibility

Affected NMAC Affiliates and/or County Offices: Assessors and Treasurers

Type of Governmental Entity (Federal or State) & Whether Legislative or Regulatory:
State Entity, NM Taxation & Revenue Laws and Regulations (7-38-77 & 7-38-78)

Impact on Government Revenues & Finances: Financial Impact will be minimal.

Submitted as NMAC Priority or Affiliate Initiative (please circle one)

WHEREAS, According to NMSA 1978, the County Treasurer has sole authority to make changes to the "Tax Schedule" after the County Assessor has delivered the tax schedule to the Treasurer, and;

WHEREAS, tax schedule changes most often arise due to valuation related errors identified and initiated by the Assessor's Office; and

WHEREAS, the majority of tax schedule changes must be processed first through the Assessor's database thus requiring the Assessor to share in the responsibility of tax schedule changes; and

WHEREAS, the Assessor is not named in NMSA 7-38-77 as having authority in correcting the tax schedule; and

WHEREAS, tax schedule corrections are a remedy for correcting errors made by the Assessor's and/ or the Treasurer's office and ultimately benefit the property owner; and

WHEREAS, clarification is needed to define which errors are allowed to be corrected in the tax schedule under mutual agreement by the Assessor and Treasurer; and

NOW THEREFORE BE IT RESOLVED THAT the New Mexico Association of Counties support legislation that will change NMSA 7-38-77 and NMSA 7-38-78 to clarify the authority and reasons necessary for tax schedule changes.

Signed George P. [Signature] 7-1-14
Affiliate Chair

Date: _____

7-38-77. Authority to make changes in property tax schedule after its delivery to the county treasurer.

After delivery of the property tax schedule to the county treasurer, the amounts shown on the schedule as taxes due and other information on the schedule shall not be changed except:

A. by the county treasurer to correct obvious clerical errors in:

- (1) the name or address of the property owner or other persons shown on the schedule;
- (2) the description of the property subject to property taxation; or
- (3) the mathematical computation of taxes;

B. by the county treasurer to cancel multiple valuations for property taxation purposes of the same property in a single tax year, but only if:

(1) a taxpayer presents tax receipts showing the payment of taxes by him for any year in which multiple valuations for property taxation purposes are claimed to have been made;

(2) a taxpayer presents evidence of his ownership of the property, satisfactory to the treasurer, as of January 1 of the year in which multiple valuations for property taxation purposes are claimed to have been made; and

(3) there is no dispute concerning ownership of the property called to the attention of the treasurer, and he has no actual knowledge of any dispute concerning ownership of the property;

C. by the county treasurer, to correct the tax schedule so that it no longer contains personal property that is deemed to be unlocatable, unidentifiable or uncollectable, after thorough research with verification by the county assessor or appraiser, with notification to the department and the county clerk;

D. as a result of a protest, including a claim for refund, in accordance with the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978], of values, classification, allocations of values determined for property taxation purposes or a denial of a claim for an exemption;

E. by the department or the order of a court as a result of any proceeding by the department to collect delinquent property taxes under the Property Tax Code;

F. by a court order entered in an action commenced by a property owner under Section 7-38-78 NMSA 1978;

G. by the department as authorized under Section 7-38-79 NMSA 1978;

H. by the department of finance and administration as authorized under Section 7-38-77.1 NMSA 1978; or

I. as specifically otherwise authorized in the Property Tax Code.

History: 1953 Comp., § 72-31-77, enacted by Laws 1973, ch. 258, § 117; 1974, ch. 92, § 27; 1981, ch. 37, § 79; 1995, ch. 65, § 1; 2000, ch. 32, § 1.

7-38-78. Action by property owner in district court to change property tax schedule.

A. After the delivery of the property tax schedule to the county treasurer for a particular tax year, a property owner may bring an action in the district court requesting a change in the property tax schedule in connection with any property listed on the schedule for property taxation in which the owner claims an interest. The action shall be brought in the district court for the county for which the property tax schedule in question was prepared.

B. Actions brought under this section may not directly challenge the value, classification, allocations of value determined for property taxation purposes or denial of any exemption claimed and must be founded on one or more of the following grounds:

- (1) errors in the name or address of the property owner or other person shown on the schedule;
- (2) errors in the description of the property for property taxation purposes;
- (3) errors in the computation of taxes;
- (4) errors in the property tax schedule relating to the payment or nonpayment of taxes;
- (5) multiple valuations for property taxation purposes for a single tax year of the same property on the property tax schedule; or
- (6) errors in the rate of tax set for any governmental unit in which the owner's property is located.

C. Actions brought under this section shall name the county treasurer as defendant, and if the action is brought under Paragraph (6) of Subsection B of this section shall also name the secretary of finance and administration as a defendant.

History: 1953 Comp., § 72-31-78, enacted by Laws 1973, ch. 258, § 118; 1974, ch. 92, § 28; 1981, ch. 37, § 80.

NEW MEXICO ASSOCIATION OF COUNTIES

TREASURERS' AFFILIATE, RESOLUTION #1

1. Short Title or Subject	County Treasurers as Agents of PTD for receiving payments on Installment Agreements
2. Affected Affiliates	Assessors, Managers Commissioners, Treasurers
3. Impact on County Revenues/Finance	Earlier & more Accurate receipt of payments made on Installment Agreements
4. Legislation Resolution or Policy Statement Or Resolution for Congressional Delegation	Legislation Resolution
5. Requested as NMAC Legislative Priority	Yes

WHEREAS, NMSA 7-38-62 instills the responsibility and exclusive authority on the Tax and Revenue Department to collect delinquent taxes showing on the tax delinquency list; AND;

WHEREAS, PTD enters into Installment Agreements with delinquent tax payers as a means to collect those taxes; AND

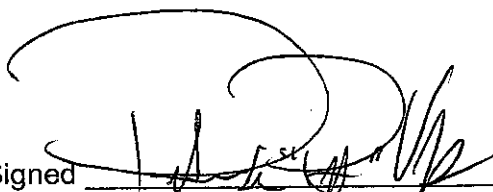
WHEREAS, NM County Treasurers acknowledge the tracking of payments, the filing of injunctions or liens related to missed payments, and the enforcement of installment agreements, is a function that should remain under the authority, control, and within the jurisdiction of the Property Tax Division and the Legal Service Bureau of the Tax and Revenue Department; AND

WHEREAS, payments by delinquent taxpayers to the PTD creates an unnecessary, confusing and inefficient third tier of government to which taxpayers are required to make payments; AND

WHEREAS, the public's right to have updated and accurate information at the local level is compromised by the payment by delinquent tax payers to the state level where it is retained and not distributed for up to three years; AND

WHEREAS, county treasurers are equipped with resources, policies, and procedures already in place by which they are able to distribute payments received on behalf of Property Tax Division to them on a monthly basis, enabling the department to perform the necessary enforcement, negotiation, and tracking of all installment agreements;

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties supports legislation that would amend State Statute 7-38-62 to authorize County Treasurers to receive all payments of property taxes, including for those properties that have been turned over to the Property Tax Division for collection and been placed on installment agreements..

Signed 

Patrick Varela, Affiliate Chair

Date June 19, 2014

7-38-62. Authority of department to collect delinquent property taxes after receipt of tax delinquency list; use of penalties, interest and costs.

After the receipt of the tax delinquency list, the department has the responsibility and exclusive authority to take all action necessary to collect delinquent taxes shown on the list. This authority includes bringing collection actions in the district courts based upon the personal liability of the property owner for taxes as well as the actions authorized in the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] for proceeding against the property subject to the tax for collection of delinquent taxes. Payment of delinquent taxes listed and any penalty, interest or costs due in connection with those taxes shall be made to the department if occurring after the receipt by the department of the tax delinquency list; however, the department may authorize county treasurers to act as its agents in accepting payments of taxes, penalties, interest or costs due. Penalties, interest and costs due received by the department under this section shall be retained by the department for use, subject to appropriation by the legislature, in the administration of the Property Tax Code.

History: 1953 Comp., § 72-31-62, enacted by Laws 1973, ch. 258, § 102; 1990, ch. 22, § 5.

NEW MEXICO ASSOCIATION OF COUNTIES
DETENTION ADMINISTRATORS AFFILIATE, RESOLUTION # 1

1. Short Title or Subject	Detention Center Funding
2. Affected Affiliates	Commissioners, Managers, Finance, Attorneys
3. Impact on County Revenues/Finance	Revenue generating
4. Legislation Resolution or Policy Statement Or Resolution for Congressional Delegation	Legislative
5. Requested as NMAC Legislative Priority	Legislative Priority

WHEREAS, the County Detention Facility Reimbursement Act was passed unanimously by the Legislature in 2007, as a Legislative Finance Committee bill, was signed by the Governor, and funded at \$5 million; and

WEREAS THE Act specifies reimbursement by the state to counties for three specific categories of offenders in county jails: 1) parole violators, 2) inmates sentenced to prison and awaiting transport, and 3) offenders under supervision for both probation and parole violations; and

WHEREAS, the cost to counties for housing the three categories of offenders covered by the Act is currently \$4,718, 448, according to the New Mexico Sentencing Commission; and

WHEREAS, funding for the Act has been reduced to \$3.3 million and remained at that level for several years; and

WHEREAS, the cost to county government for detention centers is, on the average, at least one third of county budgets;

NOW THEREFORE BE IT RESOLVED THAT the New Mexico Association of Counties support an increase in the 2015 General Appropriations Act that would fund the County Detention Facilities Reimbursement Act at a level sufficient to reimburse counties for the actual cost of holding the three categories of prisoners specified under the Act.

Signed 

Date 6-30-14

Affiliate Chair

ARTICLE 3B
County Detention Facility Reimbursement Act

33-3B-1. Short title.

This act [33-3B-1 to 33-3B-4 NMSA 1978] may be cited as the "County Detention Facility Reimbursement Act".

History: Laws 2007, ch. 333, § 1.

33-3B-2. Definitions.

As used in the County Detention Facility Reimbursement Act:

A. "county detention facility" means a facility that is owned, operated or under contract of operation by a board of county commissioners and that is used for the incarceration of prisoners charged with or convicted of a violation of local, state, tribal, federal or international law;

B. "division" means the local government division of the department of finance and administration;

C. "dual supervision offender" means an individual who is serving a probation term and a parole term;

D. "eligible county" means a county that provides information to the New Mexico sentencing commission regarding costs incurred by the county for the incarceration of felony offenders;

E. "felony offender" means an individual who is convicted of a felony and sentenced to confinement in a correctional facility designated by the corrections department and who:

(1) has been released from confinement and is a dual supervision offender and:

(a) has violated parole or is charged with a parole violation;

(b) has violated probation or is charged with a probation violation; or

(c) while on probation or parole, is charged with a violation of local, state, tribal, federal or international law;

(2) has been released from confinement and is serving a parole term and:

(a) has violated parole or is charged with a parole violation; or

(b) while on parole, is charged with a violation of local, state, tribal, federal or international law; or

(3) is awaiting transportation and commitment to the corrections department following the revocation of parole or a sentencing hearing for a felony conviction; and

F. "fund" means the county detention facility reimbursement fund.

33-3B-3. Incarceration of felony offenders in county detention facilities; rate of reimbursement.

A. The distribution amount for each eligible county each fiscal year shall be derived by multiplying the total amount of money available in the fund for distribution pursuant to this section by the felony offender incarceration percentage for that county. The felony offender incarceration percentage shall be equal to a fraction:

(1) the numerator of which is the rolling average of the number of felony offenders incarcerated in an eligible county on June 30 of each of the three fiscal years immediately preceding the fiscal year in which the distribution is to be made pursuant to Section 4 [33-3B-4 NMSA 1978] of the County Detention Facility Reimbursement Act; and

(2) the denominator of which is the rolling average of the number of felony offenders incarcerated in all eligible counties on June 30 of each of the three fiscal years immediately

preceding the fiscal year in which the distribution is to be made pursuant to Section 4 of the County Detention Facility Reimbursement Act.

B. Annually, on or before December 1, the New Mexico sentencing commission shall:

- (1) determine the felony offender incarceration percentage for each eligible county;
- (2) calculate the distribution amount for each eligible county by applying the formula in Subsection A of this section; and
- (3) certify to the division the felony incarceration percentage and the distribution amount for each eligible county.

33-3B-4. County detention facility reimbursement fund created; distribution.

A. The "county detention facility reimbursement fund" is created in the state treasury. The fund consists of appropriations, gifts, grants, donations and bequests made to the fund. Money in the fund shall not revert or be transferred to any other fund at the end of a fiscal year, and income from investment of the fund shall be credited to the fund. The division shall administer the fund, and money in the fund is appropriated to the division to make distributions to counties in accordance with Subsection B of this section. Disbursements from the fund shall be by warrant of the secretary of finance and administration pursuant to vouchers signed by the director of the division. No money in the fund shall be expended by the division for the purpose of administering the fund.

B. Annually, on or before January 30 and to the extent money in the fund is available for such purposes, money in the fund shall be distributed by the state treasurer as follows:

- (1) an amount equal to seventy percent of the fund less thirty thousand dollars (\$30,000) to eligible counties in the amounts certified to the division in accordance with Section 3 [33-3B-3 NMSA 1978] of the County Detention Facility Reimbursement Act;
- (2) thirty thousand dollars (\$30,000) to the New Mexico sentencing commission to fund the annual calculation of the felony offender incarceration percentage and the distribution amount for each eligible county; and
- (3) the remainder of the fund to counties other than class A counties that are designated by the division as needing additional resources due to inadequate base revenues.

NEW MEXICO ASSOCIATION OF COUNTIES

MANAGERS AFFILIATE AND EXECUTIVE COMMITTEE RESOLUTION

County Industrial Revenue Bond Improvements

WHEREAS, counties understand the economic needs of their communities and play a critical role in local economic development; and

WHEREAS, New Mexico counties recognize the economic development incentives that are available to promote business and economic growth at the local level; and

WHEREAS, counties across the country compete both to retain existing jobs and businesses and to secure new jobs and businesses; and

WHEREAS, counties in New Mexico wish to maintain a competitive advantage over counties across the country in business retention, developing housing options, and recruiting new business and industry; and

WHEREAS, one of the foremost economic development tools available to counties in New Mexico is industrial revenue bonding; and

WHEREAS, under the New Mexico County Industrial Revenue Bond Act, Sections 4-59-1 to 16 NMSA 1978, there are a variety of projects that qualify for county-issued industrial revenue bonds (IRBs); and

WHEREAS, many projects that could contribute to economic and job growth, including the extractive phase of mining and skilled workforce housing, do not now qualify for county-issued IRBs; and

WHEREAS, currently Section 4-59-15, NMSA 1978, provides that an existing business within a county or within five miles of a proposed county IRB project may file a complaint with the State Board of Finance alleging direct or substantial competition with the proposed project; and

WHEREAS the IRB complaint provision creates uncertainty and significantly delays economic development efforts of counties throughout the state, and

WHEREAS, the inclusion of the IRB complaint process in the County IRB Act, but not in the Municipal IRB Act provides an unnecessary economic disadvantage for counties.

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties supports legislation that expands the list of eligible projects for IRBs to include housing development and

the extractive phase of mining and energy development, and that broadens the definition of "ingredients of construction" to include construction material and labor and associated professional services and contracting;

BE IT FURTHER RESOLVED THAT the New Mexico Association of Counties supports legislation that removes the authority of the State Board of Finance to consider a complaint of direct or substantial competition with existing businesses near or within a proposed county IRB project, by repealing Section 4-59-15, NMSA 1978.

Signed 

Date 6.19.14

Affiliate Chair



6/19/14

**3.2.212.22 TANGIBLE PERSONAL PROPERTY IN PROJECTS
FINANCED BY INDUSTRIAL REVENUE OR SIMILAR BONDS:**

A. For the purposes of this section, a “**bond project**” is an arrangement entered into under the authority of the **Industrial Revenue Bond Act**, the **County Industrial Revenue Bond Act** or similar act in which a private person agrees (i) to arrange for the constructing and equipping of a facility for a state or local government by acting as agent for the government in procuring construction services, other services, tangible personal property which becomes an ingredient or component part of a construction project and other tangible personal property necessary for constructing and equipping the facility, (ii) to lease the completed facility from the government and (iii) to buy the facility upon repayment of the **bonds**. The government agrees to own the facility, to finance the project in whole or in part through the issuance of **bonds**, to designate the private person as its agent in procuring the necessary property and services, to lease the facility to the private person and to sell the facility to the private person upon repayment of the **bonds**.

B. Receipts from the sale of tangible personal property to the private person who is acting as agent for the government with respect to the **bond project** are deductible under Section 7-9-54 NMSA 1978 if the tangible personal property is not an ingredient or component part of a construction project. To be deductible, the **bond project** tangible personal property must meet all of the following criteria:

(1) the cost of the tangible personal property does not increase the basis, as determined under the provisions of Section 1011 of the **Internal Revenue Code** in effect on the date the **bond project** commences, of the structure or other facility included in the definition of construction; and

(2) the tangible personal property is:

(a) not included in, or similar to, the list of structures and facilities specifically itemized in the definition of construction at Section 7-9-3 NMSA 1978; and

(b) classified for depreciation purposes as 3-year property, 5-year property, 7-year property, 10-year property or 15-year property by Section 168 of the **Internal Revenue Code** in effect on the date the **bond project** commences or, if the **Internal Revenue Code** is amended to rename or replace these depreciation classes, would have been classified for depreciation purposes as 3-year property, 5-year property, 7-year property, 10-year property or 15-year property but for the amendment.

C. A **bond project** commences when the governing body of the state or local government takes official action to enter into the arrangement, but no earlier than the adoption of an inducement resolution.

D. Receipts from the sale of tangible personal property which becomes an ingredient or component part of a construction project, whether the sale is to the private person acting as agent for the government or to the government itself, are not deductible under Section 7-9-54 NMSA 1978.

[2/22/95, 11/15/96; 3.2.212.22 NMAC - Rn & A, 3 NMAC 2.54.22, 5/31/01]

4-59-15. Board of finance.

If any representative of an existing business or enterprise located within the boundaries of the county or within five miles of the proposed project alleges, in a written complaint filed with the county governing body at a meeting at which an ordinance or resolution authorizing the issuance of bonds hereunder [sic], that the proposed project would directly and substantially compete with such an existing business or enterprise located within the boundaries of the county or within five miles of the proposed project, the bonds in connection with such project shall not be issued until the state board of finance has determined that the proposed project will not directly or substantially compete with an existing business or enterprise located within the boundaries of the county or within five miles of the proposed project.

History: 1953 Comp., § 15-60-15, enacted by Laws 1975, ch. 286, § 15.

**NEW MEXICO ASSOCIATION OF COUNTIES
PUBLIC LANDS & NATURAL RESOURCES COMMITTEE, RESOLUTION # 2**

1. Short Title or Subject	Public Land Task Force
2. Affected Affiliates	Managers, Commissioners
3. Impact on County Revenues/Finance	Neutral
4. Legislation Resolution or Policy Statement Or Resolution for Congressional Delegation	Legislative
5. Requested as NMAC Legislative Priority	Yes

WHEREAS, the State of New Mexico encompasses approximately 77.6 million acres of land; and

WHEREAS, approximately 35% of New Mexico's land is federal lands administered by agencies such as the Bureau of Land Management, U.S. Forest Service, Bureau of Reclamation, National Park Service, U.S. Army Corps of Engineers, National Wildlife Reserve Areas, federal water resource development projects and military installations; and

WHEREAS, the State of New Mexico and its counties depend on federal revenues to support vital state, county and local budgets, programs, services and operations; and

WHEREAS, New Mexico counties received \$37,677,905 in Payments in Lieu of Taxes (PILT) in 2014 to provide general fund revenue; and

WHEREAS, New Mexico counties received \$5,054,742 in Federal Forest Reserve payments in 2014 from the Secure Rural Schools & Community Self Determination Act (SRS); and

WHEREAS, counties rely on federal funding through PILT and SRS to provide essential support for schools, road infrastructure, search and rescue operations, wildfire preparedness, county operations and other community services that protect the health, safety, and welfare of New Mexico citizens; and

WHEREAS, federal funds are also distributed to county governments as a pass-through from state agencies for county infrastructure, economic development, wildfire prevention and response, energy and natural resource investments, emergency management, E911, health care, and social programs; and


WHEREAS, there is increasing uncertainty regarding the federal commitment to funding these vital county and state programs, which makes it difficult to budget for necessary services; and

WHEREAS, there have been proposals for the State and counties to take a more active role in federal land management, including the potential for transfer of certain federal lands to the state; and

WHEREAS, the State of New Mexico and its counties have a vested interest in decisions on federal land management, natural resource exploration and development; and

WHEREAS, the State of New Mexico and its counties need an evaluation of the legal, economic and practical implications of any potential transfer of federal lands.

NOW THEREFORE BE IT RESOLVED, that the New Mexico Association of Counties supports legislation requesting the State of New Mexico to create a task force to: 1) study the legal, economic and practical framework surrounding the potential transfer of certain public lands from the federal government; 2) conduct an inventory of federal land ownership within the state; and 3) evaluate state and county dependence on federal revenue streams, and report and make recommendations to the appropriate legislative committee no later than November 1, 2015.

Signed  _____
Affiliate Chair

Date 7/29/14

Potential Public Lands Stakeholders (Incomplete list)

Native American Pueblos, Nations and Tribes

New Mexico Land Grants

New Mexico Acequia Association

New Mexico Farm Bureau

New Mexico Cattle Growers Association

New Mexico Conservancy Districts

New Mexico Soil and Water Conservation Districts

New Mexico Energy Minerals and Natural Resources Department & other appropriate state agencies and education institutions

United States Department of the Interior, Bureau of Indian Affairs

**NEW MEXICO ASSOCIATION OF COUNTIES
COMMISSIONERS AFFILIATE, RESOLUTION # 3**

1. Short Title or Subject	Special Management Inmates
2. Affected Affiliates	Commissioner/Managers/Detention
3. Impact on County Revenues/Finance	Liability Reduction
4. Legislation Resolution or Policy Statement Or Resolution for Congressional Delegation	
5. Requested as NMAC Legislative Priority	Yes

WHEREAS, counties have been and continue to be subjected to significant liabilities (three cases totaling nearly \$20 million to date) related to allegations of cruel and unusual punishment in county detention facilities; and

WHEREAS, there is a complete lack of appropriate options to house special management inmates, and a lack of programing to meet legitimate medical/mental health needs in those facilities; and

WHEREAS, counties have found a similar lack of options for these inmates at the state level as well;

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties support legislation that would bring together the appropriate entities and agencies, to study possibilities for the establishment of housing options and service delivery for these inmates, and make recommendations to the appropriate legislative committee by November 1, 2015.

Signed Susan Flores
Affiliate Chair

Date 6/27/14

AGENDA ITEM: 4

Resolution R-14-057

MEETING DATE: November 7, 2014

Approval of Budget Increase For
Various Funds

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Senior Accountant

ACTION REQUESTED:
Approval of Resolution R-14-057

ITEM SUMMARY:

We are requesting approval for the following budget adjustments:

FUND 408 East Grand Plains - Purchase of New Brush Truck

FUND 431 Public Safety Grant - Reimbursement to Department of Justice

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-14-057
DFA Worksheet

SUMMARY BY: Anabel Barraza

TITLE: Senior Accountant

RESOLUTION R-14-057

**BUDGET ADJUSTMENTS FOR
VARIOUS DEPARTMENTS**

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on November 7, 2014, the following was among the proceedings:

WHEREAS, the budget must be increased for fiscal year 2014-2015 expenditures and transfers; and,

WHEREAS, there are sufficient funds available for the budget adjustments; and,

WHEREAS, budget adjustments are necessary to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 14-15 Final Budget as designated in Exhibit A, attached.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the line item changes and requests approval from DFA Local Government Division for budget adjustments.

Done at Roswell, New Mexico, this 7th day of November 2014.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

James W. Duffey, Chairman

Kyle D. "Smiley" Wooton, Vice-Chairman

Robert Corn, Member

Kim Chesser, Member

Greg Nibert, Member

ATTEST:

Dave Kunko
County Clerk

EXHIBIT 'A'

DFA	Description	ACCOUNT	AMOUNT
299	Vehicles	408-8-812-372-000	\$50,000.00
209	Non-Expendable Supplies	431-7-757-231-000	\$ 6,989.00

