

1 **MINUTES OF A REGULAR MEETING**
2 **OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO**
3 **HELD AT THE TOWN HALL**
4 **March 23, 2015**

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6 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules
7 of the Town on March 23, 2015, at 6:30 P.M.

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9 Upon Roll call the following members were found to be present:

10
11 **PRESENT:** **ALSO PRESENT:**
12 Councilor Jaramillo Margie Amiot
13 Councilor Dominguez Steve Amiot
14 Councilor Prairie
15 Councilor Sisneros
16 Mayor Torres

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20 **ABSENT:** **Others Present Not Identified**

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23 **APPROVAL OF AGENDA: 4a)**

24 Councilor Dominguez moved to approve the agenda as presented. The motion was seconded by
25 Councilor Sisneros and the motion carried unanimously.

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27 **PROCLAMATION:6a) Fair Housing Month. Presenter: Mayor Torres**

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29 **PROCLAMATION Declaring April FAIR HOUSING MONTH**
30 **In the Town of Bernalillo**

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32 **Whereas**, the National Fair Housing Law of 1968, as amended, prohibits discrimination in
33 housing and declares it a national policy to provide, within constitutional limits, for fair housing
34 in the United States of America, and

35 **Whereas**, the principles of Fair Housing are not only national law and national policy, but a
36 fundamental human concept and entitlement for all Americans, and

37 **Whereas**, the anniversary of the National Fair Housing Law, during the month of April, provides
38 an opportunity for us as a Town to recognize that complete success in the goal of equal housing
39 opportunity can only be accomplished with the help and cooperation of all residents of
40 Bernalillo.

41 **Now therefore, I, Jack Torres, Mayor of the Town of Bernalillo, do hereby proclaim April,**
42 **2015 as**

43 **FAIR HOUSING MONTH**

44 in the town of Bernalillo and do hereby urge all the citizens of this town to become aware of and
45 support the Fair Housing Law.

46

47 **Done this 23rd day of March, 20115**

48

49 Councilor Jaramillo moved to approve April Fair Housing Month in the Town of Bernalillo. The
50 motion was seconded by Councilor Sisneros and the motion carried unanimously.

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52

53 **APPROVAL OF MINUTES:6a) Regular Meeting of March 09, 2015**

54 Councilor Jaramillo moved to approve the minutes of March 09, 2015 as presented. The motion
55 was seconded by Councilor Prairie and the motion carried unanimously.

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57 **NEW BUSINESS: 7a) Discussion, Consideration and Action on Approval of**
58 **Amendment to the Professional Service Agreement Between the Town of Bernalillo and**
59 **New Mexico Licensed Pharmacist Bruce Allen. Presenter: Fire Chief Michael Carroll**

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61

Professional Services Agreement

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63 THIS AGREEMENT, made and entered into this 23rd day of March, 2015, by and between the Town
64 of Bernalillo, New Mexico, a political subdivision in the State of New Mexico (hereinafter referred
65 to as the "Town" and New Mexico Licensed Pharmacist Bruce Allen, license number PH00003944
66 (hereinafter referred to as the "Contractor").

67

68

W I T N E S S E T H:

69 WHEREAS, the Town issued a Request for Proposal for Consultant Pharmacist, RFP "Consultant
70 Pharmacist", attached hereto as Exhibit A; and

71

72 WHEREAS, the Contractor submitted his Proposal, dated May 18, 2011, in response to RFP
73 "Consultant Pharmacist", attached hereto as Exhibit B; and

74

75 WHEREAS, the Town desires to engage the Contractor to render certain services in connection
76 therewith, and the Contractor is willing to provide such services.

77

78 NOW, THEREFORE, In consideration of the premises and mutual obligations herein, the parties
79 hereto so mutually agree as follows:

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81

1. SCOPE OF WORK

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The Contractor shall render the following services:

83

- a. Assist the Town of Bernalillo in the compliance with Federal Law and the State of
84 New Mexico all rules and regulations regarding the use of pharmaceutical or

85 controlled substances by the various emergency medical services within the Town of
86 Bernalillo.

87
88 b. The Contractor shall obtain from the Town medical director a list of drugs to be used
89 by each service.

90
91 c. The Contractor shall develop a system of recording to account for the administration
92 of all legend drugs. This shall include as a minimum:

- 93
94 1. Date of administration
95 2. Name of patient
96 3. Name of medication
97 4. Dosage administered
98 5. Name of physician responsible for order
99 6. Name of EMT administering the drug

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101 d. The Contractor shall utilize a similar but separate system for Schedule II, III, and IV
102 controlled substances.

103
104 e. The Contractor shall inspect all services to assure proper storage, handling and
105 distribution of legend drugs and controlled substances on a quarterly basis and
106 coordinate these inspections with the Town of Bernalillo Fire Department.

107
108 f. The Contractor may provide assistance with the purchase and distribution of
109 medications and controlled substances.

110

- 111 g. The Contractor shall maintain records of all visits to service, inspection dates, and
112 other pertinent data.
- 113
- 114 h. The Contractor will send copies of inspection to the Town of Bernalillo Fire
115 Department.
- 116 i. The Contractor shall provide in-service training per State of New Mexico Board of
117 Pharmacy Rules and Regulations for Providers. The current EMS providers are:
- 118
- 119 1. Town of Bernalillo Fire Department Administrative Office
- 120 j. The Contractor will provide a Quality Assurance Program that includes but is not
121 limited to the following:
- 122 1. Insuring that medications being used are within the approved protocols,
123 and within the scope of practice of the EMS practice site.
- 124 2. Reviewing all run reports for accuracy of controlled substance utilization
125 and documentation of medication that was both used and wasted.
- 126 3. Review documentation of storage conditions of all prescription
127 medications.
- 128 4. Facilitate the recording and proper documentation of all expired
129 medications.
- 130 5. Insure that all medication errors are properly reported.
- 131 6. Insure that all adverse drug reaction are properly recorded and reported.

132 7. Insure that all medications are within the expiration date of manufactures
133 recommendations.

134 8. Participate in drug information and education as requested.

135 2. COMPENSATON

136 The Town shall pay to the Contactor in full payment for services rendered the sum of
137 \$260.00 Per inspection each quarter, including gross receipts tax, if applicable. Payments
138 shall be made to the Contractor upon the Town's approval of quarterly payment of
139 account submitted to the Town of Bernalillo Fire Department Coordinator by the
140 Contractor. Such statements shall be submitted to the Town on a quarterly basis. The
141 total amount of such payments shall not exceed the total amount of One Thousand Forty
142 Dollars (\$1,040.00) each year based on the number of facilities defined in section 1 of
143 this agreement. Payment of all applicable federal and state taxes will be the responsibility
144 of the Contractor.

145 3. Term

146 The terms of this agreement for services shall be for one (1) year commencing April 1,
147 2015 and ending March 31, 2016. Thereafter, upon the mutual agreement of the Town,
148 the Town of Bernalillo Fire Department and the contractor this contract may be renewed
149 annually.

150 4. Termination

151 This agreement may be terminated by either of the parties hereto upon written notice
152 delivered to the other party at least thirty (30) days prior to the intended date of
153 termination. By such termination, neither party may nullify obligations already incurred
154 for performance or failure to perform prior to the date of termination.

155 5. STATUS OF CONTRACTOR

156 The Contractor and his agents and employees are independent contractors performing
157 professional services for the Town, and are not employees of Town. Notwithstanding that
158 the Contractor enters into and performs under this Agreement, the Contractor and his

159 agents and employees shall not accrue leave, participate in retirement plans, insurance
160 plans, or liability bonding, use Town vehicles, or participate in any other benefits
161 afforded to employees of the Town.

162 6. ASSIGNMENT

163 The contractor shall not assign or transfer any interest in this Agreement or add any
164 claims for money due, or to become due, under this Agreement without the prior written
165 approval of the Town.

166 7. SUBCONTRACTION

167 a. The contractor may subcontract any part of the services to Jerry Ritchie
168 R.Ph., New Mexico license number PH00002443.

169 b. The Contractor shall not subcontract any portion of the services to be
170 performed under this Agreement to anyone other than Jerry Ritchie without
171 the prior written approval of the Town.

172

173 8. LIABILITY AND INSURANCE

174 It is expressly understood and agreed by and between the parties hereto that the
175 Contractor shall hold the Town harmless for all losses, damage, Claims or judgments on
176 account of any suit, judgment, execution, claims action or demand whatsoever resulting
177 from Contractor's actions or inactions under this Agreement. The Contractor must
178 provide proof of liability insurance in the amounts required under the New Mexico Tort
179 Claims Act, as amended. Such insurance policy shall name the Town as an additional
180 insured.

181 9. RECORDS AND AUDIT

182 The Contractor shall maintain detailed records of all services identified in the Scope of
183 Work. The Town shall have the right to inspect all records and to audit billings both
184 before and after payment. Payment under this Agreement shall not foreclose the right of
185 the Town to recover excessive or illegal payments.

186 10. RELEASE

187 The Contractor, upon final payment of the amount due under this Agreement, releases
188 the Town, its officers, agents and employees from all liabilities, claims and obligations
189 whatsoever arising from or under this Agreement. The Contractor agrees not to purport to
190 bind the Town to any obligations not agreed to unless the contractor has express written
191 authority from the Town to do so and then only within the strict limitations of the
192 authority.

193 11. CONFIDENTIALITY

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

198 12. PRODUCT OF SERVICES: COPYRIGHT

199 All materials developed or acquired by the Contractor under this Agreement shall
200 become the property of the Town and shall be delivered to the Town as provided for in
201 this Agreement but no later than the termination date of the Agreement. Nothing
202 produced, in whole or in part, by the Contractor under this Agreement shall be the subject
203 of an application for copyright by or on behalf of the contractor.

204 13. CONFLICT OF INTREST

205 The Contractor warrants that he presently has no interest and shall not acquire any
206 interest, direct or indirect, which would conflict in any manner or degree with the
207 performance of services required under the Agreement.

208 14. AMENDMENT

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

211 15. ADDITIONAL SERVICES

212 The parties agree that all tasks set forth in the Scope of Work, Paragraph 1 of the
213 Agreement, shall be completed in full, to the satisfaction of the Town, for the amount set
214 forth in Paragraph 2 of this Agreement, and for no other costs, amount, fee, or expense. If
215 the parties agree that additional services are necessary, those services will be contracted
216 for separately, by a written contract or by amendment to this Agreement.

217 16. SCOPE OF AGREEMENT

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

223 17. TOWN OBLIGATION

224 The Town designates the Town of Bernalillo Fire Chief or Designee as the representative
225 of the Town who shall serve as the liaison between the Town and the Contractor. The
226 Town shall provide all information, assistance and files necessary for the orderly
227 performance of the Agreement.

228 18. APPLICABLE LAW

229 This Agreement shall be governed by the Ordinances of the Town of Bernalillo and the
230 laws of the State of New Mexico.

231 19. NON-APPROPRIATIONS CLAUSE

232 The Town's obligations under this Agreement are contingent upon sufficient
233 appropriations and authorization being made by the Town of Bernalillo for the
234 performance of this Agreement annually, or from time to time, for all or any portion of
235 the Agreement as determined in the Town's sole discretion. The Town of Bernalillo's
236 decision as to whether sufficient appropriations are available shall be accepted by
237 Contractor and shall be final.

238 **DONE IN BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, THIS 23rd DAY**
239 **of March, 2015.**

240

241 Mayor Torres entertained a motion.

242

243 Councilor Prairie moved to approve the Professional Service Agreement between the Town of
244 Bernalillo and New Mexico Licensed Pharmacist Bruce Allen. The motion was seconded by
245 Councilor Dominguez and the motion carried unanimously.

246

247 **NEW BUSINESS: 7b) Discussion, Consideration and Action on Adoption of**
248 **Resolution 03/23/15 Authorizing the Submittal of Two Applications for the 2015 Cycle**
249 **from the New Mexico Water Trust Board for Water Systems Projects Municipal Drinking**
250 **Water Well #2 Rehabilitation-Phase II and Water Distribution System River Crossing.**
251 **Presenter: Maria Rinaldi**

252

253

Resolution 03-23-2015

254

255 **A RESOLUTION AUTHORIZING THE SUBMITTAL OF TWO APPLICATIONS**
256 **FOR THE 2015 CYCLE FROM THE NEW MEXICO WATER TRUST BOARD**
257 **FOR WATER SYSTEM IMPROVEMENT PROJECTS:**
258 **Municipal Drinking Water Well #2 Rehabilitation-Phase II**
259 **Water Distribution System River Crossing**

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261

262 WHEREAS The Town of Bernalillo, New Mexico is a municipal corporation, and acting by
263 its Town Council, is in support of seeking funding assistance, in full or in part, for two water
264 system improvement projects and

265

266 WHEREAS The Water Trust Board is soliciting applications for the Water Project Fund for the
267 2015 Cycle and

268

269 WHEREAS The Town of Bernalillo finds there is a significant need to provide and deliver
270 safe drinking water to the community and;

271

272 WHEREAS The Water Trust Board requests, as part of the application procedure, passage and
273 submittal of a local government resolution of support for the project and compliance with
274 Water Trust Board policy and;

275

276 WHEREAS The Town of Bernalillo is committed to the operations and maintenance of the
277 proposed project.

278

279 NOW THEREFORE BE IT RESOLVED that The Town of Bernalillo supports the preparation
280 and submittal of two applications in accordance with the procedures established by the Water

281 Trust Board for the above named projects.

282

283 PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2015.

284

285 Mayor Torres entertained a motion.

286

287 Councilor Jaramillo moved to adopt Resolution 03/23/15 Authorizing the Submittal of Two
288 Applications for the 2015 Cycle from the New Mexico Water Trust Board for Water Systems
289 Projects Municipal Drinking Water Well #2 Rehabilitation-Phase II and Water Distribution
290 System River Crossing. The motion was seconded by Councilor Dominguez and the motion
291 carried unanimously.

292

293 **NEW BUSINESS: 7c) Discussion, Consideration and Action on Adoption of**
294 **Resolution 03/23/15A Authorizing and Approving the Development and Implementation of**
295 **an Asset Management Plan for Water System. Presenter: Juan Torres and Andy**
296 **Edmondson**

297

298 TOWN OF BERNALILLO

299 RESOLUTION NO. 03-23-2015B

300

301 AUTHORIZING AND APPROVING THE DEVELOPMENT AND IMPLIMENTATION OF
302 AN ASSET MANAGEMENT PLAN FOR WATER SYSTEM

303

304 WHEREAS, the Town of Bernalillo owns and operates a public water system, and

305 WHEREAS, the Town has deteriorating water system infrastructure, limited budgets, and
306 increasing regulatory requirements, and

307 WHEREAS, the Town must ensure a sustained level of service to residents and users of the
308 water system, and

309 WHEREAS, an asset management plan allows water systems to operate, maintain, rehabilitate
310 and replace infrastructure in the most cost effective manner, and

311 WHEREAS, an effective asset management plan provides the basis for a financial plan,
312 operational plan and an appropriate rate structure, and

313 WHEREAS, The Governing Body of the Town of Bernalillo finds it in the best interest of the
314 community to implement an asset management plan for the water system

315 NOW, therefore, be it resolved by the Governing Body of the Town of Bernalillo that:

316 An asset management plan be implemented and completed for the water system which identifies:

317

- 318 • Current state of assets;
- 319 • A level of service;
- 320 • The critical assets of the system;
- 321 • Life Cycle Costing, and
- 322 • Long-term funding strategy.

323

324 Be it further resolved that this document may be amended at any time by resolution of the
325 Governing Body

326 This Resolution shall take effect immediately upon adoption.

327

328 Done at Bernalillo, New Mexico this 23rd day of March 2015.

329 Mayor Torres entertained a motion.

330 Councilor Sisneros moved to adopt Resolution 03/23/15A Authorizing and Approving the
331 Development and Implementation of an Asset Management Plan for Water System. The motion
332 was seconded by Councilor Jaramillo and the motion carried unanimously.

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334

335 **FINANCIAL SECTION: 8a) Approval of Accounts Payable Voucher List.**

336 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of
337 \$190,073.59.

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339 Councilor Prairie made a motion to approve the accounts payable voucher list in the amount of
340 \$190,073.59. The motion was seconded by Councilor Sisneros and the motion carried
341 unanimously.

342

343 **MISCELLANEOUS SECTION: 9a) Public Comment.**

344 None

345

346 **MISCELLANEOUS SECTION: 9b) End of Month Financials. Presenter: Juan Torres**

347 Juan Torres presented a General Fund Summary Report to the Governing Body. The expense
348 summary report has current budget, current period, YTD actual, YTD encumbrance, budget
349 balance, and percent of budget. There is also a Revenue Summary with the same information.
350 The report will assist the Governing Body with the information on each department's financial
351 status.

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MISCELLANEOUS SECTION: 8c) Announcements. Presenter: Mayor Torres

Mayor Torres stated that Waste Management will begin Monday services for the whole Town on March 30th. An article was placed in the newsletter and a card was mailed to each customer by Waste Management. Please have any complaints be referred directly to Waste Management.

Mayor Torres stated I have shared with you my concern on Paseo del Volcan. Last week there was a meeting of Metropolitan Transportation Board. Sandoval County Commissioner Chapman, Rio Rancho Mayor Hull and Councilor Dan Lewis of Albuquerque are pushing hard to place it in the MTB 2040 Plan. At the MRCOG meeting it was stated that Sandoval County has committed \$500,000 to the project. I am going to compose a letter to Sandoval County stating the opposition to the funding of Paseo del Volcan. I am going to state that \$500,000 the County is giving to Rio Rancho they can surely give the same amount to the Town of Bernalillo for the 550 project.

Mayor Torres stated there was no Capital Outlay approved from the legislators.

Mayor Torres stated that in the April Newsletter we have put in a request for letters of interest for another Alternate Municipal Judge. Judge Torres has requested another Alternate Municipal Judge for Municipal Court. If you know of anyone interested please let us know.

Mayor Torres congratulated Juan Torres Town Treasurer on successfully completing the course and passing the test to become the Town's Official Certified Procurement Officer. This was a requirement from the State to be done by July 1st

Maria Rinaldi stated that a survey is being distributed on water conservation to be used for the water conservation plan. The link was posted in the newsletter. We are asking anyone that is on our water system to answer the 6 questions on the survey.

There being no further business, Councilor Dominguez moved to adjourn the meeting at 7:12 P.M. The motion was seconded by Councilor Prairie and carried unanimously.

Done this 23rd day of March 2015.

ATTEST:

Ida Fierro, Town Clerk
(seal)

Jack S. Torres, Mayor