



June 27, 2012

Agenda

9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

Board of County Commissioners

Donald E. Holliday, Chair District I'
Georgia Otero-Kirkham, Vice-Chair District II
Mary Andersen District I
Lawrence R. Romero District III
Ron Gentry District II'

A handwritten signature in black ink, reading "Donald E. Holliday".

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: June 6, 2012 Business Meeting
June 13, 2012 Emergency Meeting (Fireworks Ban)
June 15, 2012 Special Meeting (Canvassing)

PRESENTATION(S)

- 5) Valencia County Cooperative Extension Service / Quarterly Reports: **Brenda Velasquez**

DISCUSSION (Non-Action) ITEM(S)

- 6) Abolishment of all County Director employment contracts: **Bruce Swingle**
- 7) Review draft of Hospital RFP: **Mike Vineyard**
- 8) 1st Annual VIVA New Mexico Chile Festival: **Adolph Lopez / Mr. & Mrs. Wagner**

ACTION ITEM(S)

- 9) Consideration to approve Resolution supporting 1st Annual Chile Festival: **Bruce Swingle**
- 10) Consideration to approve the grant/contract for Senior Employment: **Christina Card**
- 11) Consideration to approve direct purchasing contract between NMAAA and Valencia County: **Christina Card**
- 12) Consideration to approve contract between Valencia County and CC Construction for billiard room addition at Belen Senior Center: **Jose Campos**
- 13) Consideration to approve Fund Agreement 13-JAF-33 between DFAS and Valencia County: **Tasa Stromei / Joe Chavez**

FINANCIAL MATTERS:

- 14) Consideration of Approval: Payroll / Warrants: **Christina Card**
- 15) Consideration for approval of Year End Transfer Resolution: **Christina Card**

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: **Consideration of Financial Director Contract** b. pending or threatened litigation: c. real property: d. other specific **Jobs LLC vs. Valencia County** limited topics that are allowed or authorized under the stated statute.

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

NEXT COMMISSION MEETING:

- ◆ **July 18, 2012 – Business meeting @ 9:30 A.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

June 6, 2012

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

- 1) The meeting was called to order by Chairman Holliday at 9:30 A.M.
- 2) Chairman Holliday led the Pledge of Allegiance.
- 3) Approval of Agenda
Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Andersen.
- 4) Approval of Minutes: May 23, 2012 Business Minutes
Commissioner Andersen requested that the first sentence in the third paragraph on page two be deleted and with that correction Commissioner Andersen moved for approval of the minutes. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

PRESENTATIONS(S)

5) Rio Communities Association – Mark Gwinn

Mr. Gwinn gave a presentation on the Rio Communities Association and Rio Community citizens moving forward to incorporate their community. They are working hard gathering signatures to make this possible and within the next two months will present all the proper information to the commission and hope to get approval at that time. The incorporation will encompass the areas starting at the north side which is Sherrod Blvd., the east bound boundary of Military Road down to Navajo Loop towards Hwy 47 where it will tie into Rio Grande Stable Road and that will run to the river behind Allsups or across to Hwy 47 where it will tie into Sherrod Blvd. Later they can look at other avenues to include other entities they have contacted and are in favor of coming aboard once they have completed this process.

DISCUSSION (Non-Action) ITEM(S)

6) Reports from Commissions, Boards & Committees

County Manager Bruce Swingle introduced the county's new Finance Director Mr. Larry Augsbury and Yvette Tabor Administrative Assistant to the County Manager.

7) Discussion of JPA with City of Belen

Mayor of Belen Rudy Jaramillo and Councilor Jerah Cordova returned with the revised JPA (Joint Powers Agreement) to present to the commission. Councilor Cordova said because of the concerns from the last meeting they now feel they have a good proposal to enable them to move forward. Councilor Cordova presented an overview of the new proposal with an explanation of the revisions.

Commissioner Andersen said we have to keep in mind the county's budget and approving this Joint Powers Agreement as it's currently written would require the county to commit funding for feasibility studies. Perhaps they could issue a request for a proposal to all of the entities who might be interested in building a hospital in Valencia County. If that's done, outline that site available, list the terms already listed in the JPA (Joint Powers Agreement) and get the request for proposal out within the next 2-3 weeks. Most of the people that would be interested in responding to that proposal have already been thinking about it and we could get them to consolidate and maybe get a proposal back within a month after it's issued. Then the consultants, the feasibility studies and the expenditure of county dollars could be eliminated. Commissioner Andersen proposed instructing county administration to do that on a priority basis instead of signing a Joint Powers Agreement that requires hiring a consultant or doing a feasibility study.

Minutes of June 6, 2012 Regular Business Meeting

Commissioner Andersen suggested postponing any action on this Joint Powers Agreement until that proposal comes back.

Councillor Jerah Cordova said the City of Belen is willing to work with the County Commission on a process they determine for moving forward and is willing to help in any way they can.

Commissioner Otero-Kirkham congratulated the City of Belen for stepping up and doing as much as they've done as she knows it's been a cost to the City of Belen.

ACTION ITEMS(S)

BOARD OF COUNTY COMMISSIONER CONVENES AS INDIGENT CLAIMS BOARD

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

8) Consideration of Indigent Report / Appeal – Bruce Swingle / Barbara Baker

Ms. Baker presented the Indigent Claims from February 2, 2012 – May 24, 2012 and request approval of \$39,918.61.

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

Ms. Baker presented an appeal for Stephanie Alderetts in the amount of \$6,720.55 and requested approval of \$3,000.00 to be paid to UNM Health Sciences Center.

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

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Otero-Kirkham moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Romero. Motion carried unanimously.

9) Findings of Facts and Conclusion of Law for a Quasi Judicial Zone Change RR-2 to RR-1 – Jacobo Martinez / Arley and Leroy Sanchez.

Commissioner Romero motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

10) Consideration of Purchase Order to Replace Street Lights on Meadow Lake Blvd. and La Ladera – Jacobo Martinez.

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

11) Approval of Professional Services Agreement VCJJB Continuum Coordinator – Joe Chavez / Cynthia Ferrari.

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

12) Approval of Professional Services Agreement VCJJB Reception Assessment Services – Joe Chavez / Cynthia Ferrari.

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

13) Request to Begin Canvass of 2012 Primary Election –Sally Perea

County Clerk Sally Perea gave a brief Election Day report and thanked her entire staff for all their hard work in putting on a good election. Within three days the Board has to direct the County Clerk's Office to start the canvassing. Ms Perea requested permission to start the canvass and re-convene on June 15, 2012 for the final canvass.

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

14) Designation of Members to NMAC Multi-Line and Worker's Compensation Pools- Bruce Swingle.

County Manager Bruce Swingle said the New Mexico Association of Counties has requested an update on the names of the voting representatives of each county to vote on the multi-line and worker's compensation issues for their general membership. In the past it has been the Business Manager and the HR Director. Mr. Swingle asked that the commission appoint him (Mr. Swingle) and as the alternative Mr. Dan Zoliner to be the representatives from Valencia County.

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

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15) Approval of Funds – 2008 State Homeland Security Grant Program for Sheltering Equipment – Glenda Chavez.
Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

16) Approval of Funds – 2012 State Homeland Security Grant Program Which Will Benefit Valencia County Public Works, Detention Center and Village of Los Lunas Police Department – Glenda Chavez.
Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

17) Approval of Funds – 2011 State Homeland Security Grant Program for Emergency Management Coordinator – Glenda Chavez
Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

18) Consideration of Extension of Community Service Monitoring Contract, Los Lunas Magistrate Court – Larry Augsbury.
Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

19) Consideration of Extension of Community Service Monitoring Contract, Belen Magistrate Court – Larry Augsbury.
Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

FINANCIAL MATTERS:

20) Consideration of Approval – Payroll / Warrants – Christina Card / Larry Augsbury
Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

PUBLIC COMMENTS:

Those individuals making comments at today's Business Meeting were Valencia County residents Bob Gostischa and Tom Mraz.

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 (h) (2) (7), the following matters may be discussed in closed session: a.) personnel: Consideration of Community Services Director Contract and Consideration of Warden Contract b.) pending or threatened litigation c.) real Property d.) other specific limited topics that are allowed or authorized under the stated statute. Commissioner Otero-Kirkham motioned to go into Executive Session. Seconded by Commissioner Gentry. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Motion carried 5-0.

Commissioner Gentry moved to go back into Executive Session. Seconded by Commissioner Romero. Motion carried unanimously.

County Attorney Adren Nance stated matters that were discussed in Executive Session were limited to that in the motion for closure which was consideration of the Community Services Director Contract and Consideration of the Warden Employment Contract and no final action was taken.

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

NEXT COMMISSION MEETING:

June 15, 2012–Special Meeting (Canvass of Election) at 3:00 P.M. in the County Commission Room at the Valencia County Courthouse. (No Public Hearing June 13, 2012)

11) Adjournment

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 11:42 A.M.

Minutes of June 6, 2012 Regular Business Meeting

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 6, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIRMAN

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

VALENCIA COUNTY BOARD OF COMMISSIONERS

EMERGENCY MEETING

JUNE 13, 2012

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

1) The meeting was called to order by Chairman Holliday at 1:52 P.M.

2) Chairman Holliday led the Pledge of Allegiance.

Chairman Holliday said because of the severe drought throughout the State of New Mexico, Governor Susana Martinez has requested that the commission hold this emergency meeting in order to establish an ordinance and proclamation restricting the sale and use of fireworks in the unincorporated areas of Valencia County.

3) Approval of Agenda

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

ACTION ITEM(S)

4) Valencia County Emergency Ordinance 2012-01 and Proclamation Restricting the Sale and Use of Fireworks in the Unincorporated Areas of Valencia County –Board of County Commissioners.

Valencia County Fire Chief Charles Eaton said as per the correspondence received from the governor's office which reiterates the state of conditions throughout the State of New Mexico with the drought concerns in regards to the fires that developed in the southwestern and northern portions of New Mexico and the most recent in Ruidoso. Reports received by the National Weather Service indicates that if we don't receive any moisture in the next few weeks we are going to reach extreme drought conditions. This would warrant immediate action to protect the life, property and safety of the community and would hope that the commission would act on safety parameters of those particular elements to protect our community.

Commissioner Otero-Kirkham asked if in the past have fireworks been the cause of fires and Chief Eaton said yes. Commissioner Otero-Kirkham made a motion to approve the Ordinance. But before the ordinance is approved Attorney Dave Pato stated statute requires there be a Public Hearing and the public have an opportunity to comment on the draft ordinance.

Chairman Holliday asked if any member of the public wished to comment on this. There were no comments from the audience.

Attorney Dave Pato said the timing is really the key here; you have to impose a restriction at least twenty days prior to the holiday which would be tomorrow and it can only remain in effect for thirty days. This is a very small window in which you can pass the proclamation and have it remain in effect to cover the holiday and we are within that ten day period. That's why the timing is so important.

Commissioner Andersen asked if the drought continues will we have to do this again and is it only done for thirty days at a time? Attorney Pato said if after thirty days the Board determines that they would like to continue to ban fireworks and then yes, we will have to pass an additional proclamation. Pursuant to Section 62C 8.1, it can only be effective for thirty days and succeeding proclamations can be issued but it does have to be redone and another Public Hearing has to be held to do that.

Chairman Holliday said he would leave it open on the advice of the Fire Chief whether it needs to be redone or not within thirty days. Chairman Holliday asked if any permits have been issued this year in the unincorporated areas of Valencia County.

Chief Eaton said this is the fifth consecutive year that no permits have been issued in the unincorporated areas of Valencia County. The Village of Bosque Farms has no permits issued. The Village of Los Lunas has eight permits issued, six are interior permits and two

Minutes of June 13, 2012 Emergency Meeting

are exterior permits. Belen has four permits issued, two interior and two exterior. The Town of Peralta has three permits which are all exterior. Tonight the Town of Peralta will be considering the same proclamation that the county is considering at this time. The other three municipalities have ordinances that govern the action that the county is considering today. So if the Town of Peralta follows through tonight all the municipalities will be consistent on the ban throughout the county.

Mr. Pato said we also have an ordinance in this county relating to this; the problem is that the statutory scheme requires that these proclamations and these bans be done only for a period of thirty days. So there's a question as to whether or not the ordinance really is enforceable with respect to anyone who's going to violate that ordinance. So this proclamation ensures that anyone that violates this ordinance can be held accountable for that violation, whereas for the ordinance they might have a defense with a respect to that, that's why this was so important to do. The ordinance also prohibits from banning certain fireworks.

Chairman Holliday asked if a notification as to what can be sold will be advertised in the local paper as the public needs to be educated on this. Mr. Pato said it's up to the commission as to whether or not direct the county manager to advertise with the local paper as to what has been granted.

Chairman Holliday said he along with the other commissioners would direct the county manager to go ahead and get together with Chief Eaton to place an ad in the local paper to make the public aware as to what's allowed and what isn't as this is a safety issue that needs to be taken very seriously.

Chief Eaton said the Village of Los Lunas has made arrangements with the county to use the county facilities and will continue to have the professional fireworks display and are free to the public.

Commissioner Holliday determined that this is an emergency. There being no public comment Commissioner Otero-Kirkham made a motion to approve the Ordinance. Seconded by Commissioner Andersen. Motion carried unanimously.

County Clerk Sally Perea announced Ordinance 2012-01.

NEXT COMMISSION MEETING:

June 15, 2012 – Canvassing Meeting at 3:00 P.M., Valencia County Commission Board Room, 444 Luna Ave., Los Lunas, NM.

11) Adjournment

Commissioner Andersen moved for adjournment. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. **TIME: 2:08 P.M.**

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 13, 2012 Emergency Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIRMAN

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

VALENCIA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

JUNE 15, 2012

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

1) The meeting was called to Order by Chairman Holliday at 3:00 P.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

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

ACTION ITEM(S)

4) Board of County Commissioner Re-Convenes as Canvassing Board Sally Perea / Peggy Carabajal

A) Completion of Canvass and Declaration of Results

County Clerk Sally Perea thanked her entire staff for a job well done in putting on a great election as the process of elections is becoming more and more complicated. Everyone had a job to do and they did it well. The start of Election Day went as usual during the day the only complaint came from the Democratic Chair about the construction near the Peralta Precinct which was making it difficult for the voters to get to the precinct to vote but with a few phone calls that was taken care of. When the polls closed at 7:00 P.M. runners were sent out to every precinct to pick up results which made it possible to have the total results by 8:30 P.M. Ms. Perea also thanked Lillie McNabb for running a very efficient early voting site.

Bureau of Elections Director Peggy Carabajal thanked the commission for allowing the commission room to be used as the early voting site. For this Primary Election the Absentee Precinct board was placed at the Los Lunas Schools Teachers Resource Center. Ms. Carabajal went on to give a total election summary. The total voters voting on Election Day were 7,595 out of 33,356 eligible voters, 23%. There are 19,635 registered democrats, 13,721 registered republicans. Election Day democrat totals were 4,538, Election Day republican totals were 3,057. Included in this total and broken down in the canvass books are 36 provisional's and 14 hand tallies. Senate District 30 is still a very close race and yet to be determined. Valencia County had six provisional's in that district, four democrat provisional ballots and two republican provisional ballots. Also the Certificates of Nomination are ready for the winning candidates to go to the November General Election. According to the statute the 31st day after the primary those can be mailed out to winning candidates. Fifteen canvass books have been printed and are ready for the commissioners to finalize and approve.

Commissioner Andersen thanked Peggy and Sally and the entire staff for all their hard work in putting on the election.

Chairman Holliday asked Ms. Perea if the public would be invited to attend the Poll Worker Meeting on Wednesday.

Yes, anyone may attend and she has also taken into consideration some of the concerns he had and they will be addressed was Ms. Perea's response.

Chairman Holliday also asked Ms. Carabajal if she was going to take some time off as election gets closer, which would eliminate concerns some individuals have.

Mrs. Carabajal said yes, I understand that, in fact on Primary Election night staff members Carlos Aragon and Debbie Ridley were the ones that actually did read the memory cartridges off of the tabulators. She was not involved in that.

Valencia County resident Lillie McNabb said she is so thankful for Valencia County allowing the Clerk and her staff to do their jobs as this is an amazing staff. She can also verify that Peggy stayed in the background during early voting. She also thanked Valencia County Manager Bruce Swingle for providing drinking water for the voters.

Commissioner Gentry moved for approval of the 2012 Primary Election Canvass. Seconded by Commissioner Andersen. Motion carried unanimously.

NEXT COMMISSION MEETING:

The next Business Meeting of the Valencia County Board of County Commission will be held on June 27, 2012 at 9:30 A.M. In the County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM.

Adjournment:

Commissioner Gentry moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 3:14 P.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 15, 2012, 2012 Primary Canvass Special Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIR

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Bruce Swingle
Individual Making Request: Bruce Swingle
Presentation at Meeting on: June 27, 2012
Date Submitted: June 18, 2012
Title of Request: Abolish County Director employment contracts

Action Requested of Commission:

Consideration to abolish all Valencia County director employment contracts.

Information Background and Rationale:

Currently, most county directors function under employment contracts. This situation makes it difficult to manage personnel issues timely and without commission involvement. Directors should be classified employees and function under the county's personnel policy.

What is the Financial Impact of this Request?

None

Legal:

Finance:

No negative financial impact. CC

Business Manager:

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Bruce Swingle
Individual Making Request: Mike Vinyard
Presentation at Meeting on: 6/27/2012
Date Submitted: 6/21/2012
Title of Request: Review Draft of Hospital RFP

Action Requested of Commission:

Request comments and recommendations on the RFP and direction on issuance of the RFP.

Information Background and Rationale:

Valencia County residents need a hospital or health care facility within easy and timely reach.

What is the Financial Impact of this Request?

Unknown. Possible use of mill levy funds.

Staff Comments:

The RFP is provided in very draft form. Specifications and evaluation criteria are provided to stimulate discussion. Issuance of the RFP without some form of compensation may lead to no responses. Signing of a contract without some form of consideration may present legal issues. The incentive for a vendor to enter into a contract without some reasonable level of compensation is questionable. Without compensation there is nothing that would prevent any private entity, at any time, from purchasing land and building a private health care facility in Valencia County without the intervention, oversight and (possibly perceived) interference from government.

Legal:

N/A. Will review Final Draft. AN

Finance:

N/A. Will review Final Draft. CC

----- DRAFT -----

**VALENCIA COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

**HOSPITAL /
24 HOUR EMERGENCY HEALTHCARE
FACILITY
FOR
VALENCIA COUNTY**



RFP #VCR-FY1X-XXX

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

Month 99, 2012

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from qualified businesses that will construct and operate a hospital/24 hour emergency healthcare facility within Valencia County [OPTIONAL: with initial operational expenses being subsidized by County funding being provided as the result of a mill levy]. [This will be a public-private partnership with the construction expense and the {OPTIONAL: bulk of the} operational expenses being born by the private partner.???] [OPTIONAL: Funds from the mill levy approved in 2006 WILL NOT be used for this project.]

B. SUMMARY SCOPE OF WORK

The scope of work consists of constructing and operating a hospital/24 hour emergency healthcare facility in Valencia County.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of the private construction of a hospital/24 hour emergency healthcare facility within Valencia County, meeting the minimum needs of the County as specified herein, and the subsequent private operation of that hospital/24 hour emergency healthcare facility [OPTIONAL: with operational expenses being subsidized by Valencia County until such time as the funds provided by the mill levy are exhausted]. The duration of the contract resulting from this RFP shall not exceed eight (8) year from the date of award, in accordance with Section 13-1-150 NMSA 1978, unless terminated as provided by this Contract or law. This procurement will result in a single source award. Contract award is expected on or about [DATE HERE.]

D. PROCUREMENT MANAGER

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

Michael Vinyard
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2006
Fax: (505) 866-2424
E-mail: michael.vinyard@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Michael Vinyard's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

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

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

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

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

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

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

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

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

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

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

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

F. RESIDENT BUSINESS PREFERENCE

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

G. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

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

- Valencia County Procurement Policy

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

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	TBD
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	TBD
3. Pre-Proposal Conference	PM, PO	TBD
4. Deadline to Submit Additional Questions	PO	TBD
5. Response to Written Questions/ RFP Amendments	PM	TBD
6. Submission of Proposal	Offerors	TBD
7. Proposal Evaluation	Evaluation Committee (EC)	TBD
8. Notification of Finalists (If desired)	EC	TBD
9. Best & Final Offer (If requested)	Offerors	TBD
10. Oral Presentations (If requested)	Offerors	TBD
11. Contract Negotiations (If needed)	Tentative winner/County	TBD
12. Contract Award*	Purchasing Agent/BCC*	TBD
13. Protest Deadline	Offerors	TBD

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

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

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

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list.

The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

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

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 A.M. MDT in the Commission Room, Room 103, 444 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

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

4. Deadline to submit additional written questions

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

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the "Purchasing/Sell to County" link). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM

MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Hospital/24 Hour Emergency Healthcare Facility for Valencia County RFP", should reference "RFP #VCR-FY1X-XXX" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

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

8. Notification of Finalists

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

9. Best and Final Offers

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

10. Oral Presentations

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

designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Valencia County Purchasing
Attn. Michael Vinyard, County Purchasing Agent
444 Luna Avenue, Suite 100A
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Valencia County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Valencia.

28. Electronic mail address required

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

29. Use of Electronic Versions of this RFP

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

possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3., below)

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

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

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

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

2. Letter of Transmittal Form

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

3. Other Supporting Materials

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

IV. SPECIFICATIONS

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

3. County Participation

[While this effort is envisioned as a public-private partnership,]??? [OPTIONAL: the role of Valencia County will be limited to providing approximately two million (2,000,000.00) dollars per year to subsidize the operation of the hospital/24 hour emergency healthcare facility.] The selected offeror will be expected to select a location within Valencia County, to arrange for the design and construction of a sustainable hospital/24 hour emergency healthcare facility, equip and staff the hospital/24 hour emergency healthcare facility and operate, or arrange for the operation of, the hospital/24 hour emergency healthcare facility.

A potential location for the hospital/24 hour emergency healthcare facility has been offered by the City of Belen at [LOCATION] and such may be considered by the offeror. It will be up to the selected offeror to identify a location they feel will best suit the local population while providing a sustainable facility.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Agreement to Construct and Operate a Hospital/24 Hour Emergency Healthcare Facility (0 Points)

Offer must agree to construct and operate a hospital/24 hour emergency healthcare facility, meeting the minimum requirements specified elsewhere within this RFP, for a minimum of three (3) years. A statement of concurrence is required.

3. Qualifications to Build and Operate a Hospital/24 Hour Emergency Healthcare Facility (XXX Points)

Offerors must be qualified to build and operate a hospital/24 hour emergency healthcare facility. Offerors must describe, in narrative form, how they meet this requirement.

4. Experience in the Construction and Operation of a Hospital/24 Hour Emergency Healthcare Facility (XXX Points)

Offerors must have a built and operated a minimum of three (3) different hospital/24 hour emergency healthcare facilities within the past five (5) years. Offerors must describe, in narrative form, how they meet this requirement. The response must include details of each facility including the location, size, construction cost, annual operational cost and specific medical capabilities offered by each facility.

5. Category of Hospital/24 Hour Emergency Healthcare Facility (0 Points)

Offeror must agree to construct not less than a [specify category here] hospital/24 hour emergency healthcare facility. A statement of concurrence is required.

6. "24/7" Operation (0 Points)

Offeror must agree that the hospital/emergency healthcare facility will be operated on a twenty four (24) hour a day, seven (7) day a week ("24/7") basis for a minimum of the first three (3) years of operation. A statement of concurrence is required.

7. Services Offered (XXX Points)

The County desires as complete and robust medical capability as possible in order to best serve the citizens of Valencia County. Offeror must detail in narrative form, utilizing no more than six (6) pages, the medical services and capabilities to be provided.

8. Number of Beds (XXX Points)

The County requires that the hospital/24 hour emergency healthcare facility contain [OPTIONAL: no less than four (4) beds] [OPTIONAL: no less than forty (40) beds] for patient use during long term stays. (Stays that require one or more nights spent in the hospital/24 hour emergency healthcare facility.) The County desires more than

[OPTIONAL: four (4)] [OPTIONAL: forty (40)] beds for patient use. The offer must indicate the number of beds to be provided.

9. Number of Medical Doctors (XXX Points)

The County desires a thorough and varied mix of medical doctors to provide a broad spectrum of medical specializations in order to best serve the citizens of Valencia County. Offeror must identify the number of full time doctors to be on the hospital/24 hour emergency healthcare facility staff and must identify the duties and specialization of each. [Part time???

10. Number of Nurses (XXX Points)

The County desires a complete and robust nursing staff in order to best serve the citizens of Valencia County. Offeror must identify the number of full time nurses to be on the hospital/24 hour emergency healthcare facility staff and must identify the qualification level (RN, LPN, etc.) of each as well as any specializations that may be provided within that nursing staff. [Part time???

11. Number of Support Staff (XXX Points)

The offeror must identify the number of full and part time support staff and identify the duties of each.

12. Number of Local Jobs (XXX Points)

The offeror must identify the number of full and part time jobs that will be made available to the citizens of Valencia County.

13. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

14. Oral Presentation (XXX Points)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to present their proposal and explain their approach to providing a sustainable hospital/24 hour emergency healthcare facility for Valencia County.

15. Campaign Contribution Disclosure Form (0 Points)

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

16. References (~~XXX~~ Points)

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

17. Cost (~~XXX~~ Points)

[OPTIONAL: Not applicable.] [OPTIONAL: Offeror must complete and submit the Cost Response Form, at Appendix C, providing the minimum level of annual subsidization they require to operate the facility and provide the services they are proposing.]

C. DESIRABLE REQUIREMENTS

There are no desirable requirements associated with this procurement.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAILABLE
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Agreement to Construct and Operate a Hospital/24 Hour Emergency Healthcare Facility	0*
IV.B.3	Qualifications to Build and Operate a Hospital/24 Hour Emergency Healthcare Facility	XXX
IV.B.4	Experience in the Construction and Operation of a Hospital/24 Hour Emergency Healthcare Facility	XXX
IV.B.5	Category of Hospital/24 Hour Emergency Healthcare Facility	0*
IV.B.6	"24/7" Operation	0*
IV.B.7	Services Offered	XXX
IV.B.8	Number of Beds	XXX
IV.B.9	Number of Medical Doctors	XXX
IV.B.10	Number of Nurses	XXX
IV.B.11	Number of Support Staff	XXX
IV.B.12	Number of Local Jobs	XXX
IV.B.13	Capability and Agreement to Perform	0*
IV.B.14	Oral Presentation	XXX
IV.B.15	Campaign Contribution Disclosure Form	0*
IV.B.16	References	XXX
IV.B.17	Cost	XXX
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.17, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Agreement to Construct and Operate a Hospital/24 Hour Emergency Healthcare Facility (0 Points)

Pass/Fail only.

3. Qualifications to Build and Operate a Hospital/24 Hour Emergency Healthcare Facility (XXX Points)

Points will be awarded based on TBD

4. Experience in the Construction and Operation of a Hospital/24 Hour Emergency Healthcare Facility (XXX Points)

Points will be awarded based on TBD

5. Category of Hospital/24 Hour Emergency Healthcare Facility (0 Points)

Pass/Fail only.

6. "24/7" Operation (0 Points)

Pass/Fail only.

7. Services Offered (XXX Points)

Points will be awarded based on TBD

8. Number of Beds (XXX Points)

Points will be awarded based on TBD

9. Number of Medical Doctors (XXX Points)

Points will be awarded based on TBD

10. Number of Nurses (XXX Points)

Points will be awarded based on TBD

11. Number of Support Staff (XXX Points)

Points will be awarded based on TBD

12. Number of Local Jobs (XXX Points)

Points will be awarded based on TBD

13. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

14. Oral Presentation (XXX Points)

Points will be awarded based on TBD

15. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

16. References (XXX Points)

Points will be awarded based on TBD

17. Cost (XXX Points)

[OPTIONAL: Not Applicable.]

[OPTIONAL:

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Subsidy Requested}}{\text{This Offeror's Annual Subsidy Request}} \times \text{XXX}$$

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

There are no desirable requirements associated with this procurement.

D. EVALUATION PROCESS

1. Initial Review

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

2. Clarifications

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

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

HOSPITAL/24 HOUR EMERGENCY HEALTHCARE FACILITY FOR VALENCIA COUNTY

Valencia County RFP #VCR-FY1X-XXX

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

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

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

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

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

APPENDIX B

SAMPLE CONTRACT

VALENCIA COUNTY

CONTRACT #VCR-FY1X-XXX

THIS AGREEMENT is made and entered into by and between the County of Valencia, _____, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation. [OPTIONAL??]

A. The County shall pay to the Contractor in full payment for services satisfactorily performed _____ dollars (\$_____) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within

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

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Valencia County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to seven (7) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). [In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. ???]

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at

any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any

other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. VCR-FY1X-XXX and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Notices.

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

To the County: Bruce Swingle, County Manager // PO Box 1119 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____
Contractor

Date: _____

Printed Name: _____

Address: _____

By: _____
Valencia County Manager

Date: _____

Printed Name: Bruce Swingle

Address: 444 Luna Ave.
Los Lunas, NM 87031

By: _____
Valencia County Purchasing Agent

Date: _____

Printed Name: Michael Vinyard

Address: 444 Luna Ave.
Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this ____ day of _____, 2012.

Donald E. Holliday
Chair, District V

Georgia Otero-Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea
Valencia County Clerk

Attachment 1

Scope of Work

Contractor shall build and operate a hospital/24 hour emergency healthcare facility or 24 hour health care center

[Additional specifics here are required.]

APPENDIX C

COST RESPONSE FORM

**Valencia County RFP #VCR-FY1X-XXX
Hospital/24 Hour Emergency Healthcare Facility for Valencia County**

THIS FORM IS NOT APPLICABLE TO THIS PROCUREMENT.

APPENDIX D

LETTER OF TRANSMITTAL FORM

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

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

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

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

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

_____, 2012

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Applicable elected public officials within the County of Valencia are BCC Chair Donald E. Holliday; BCC Vice-Chair Georgia Otero-Kirkham; Commissioners Mary J. Andersen, Lawrence R. Romero and Ron Gentry; Assessor Viola Garcia-Vallejos; Clerk Sally Perea; Probate Judge Jaime Baca; Sheriff Louis Burkhard and Treasurer Dorothy Lovato.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Bruce Swingle
Individual Making Request: Bruce Swingle
Presentation at Meeting on: 6/27/2012
Date Submitted: 6/15/2012
Title of Request: Support of a three (3) day Chile Festival

Action Requested of Commission:

Consideration for approval of a Resolution supporting a three (3) day event in support of a Chile Festival to be held September 7-9, 2012.

Information Background and Rationale:

Valencia County recognizes that the Middle Rio Grande Valley is home to some of the best Chile growing land in the State of New Mexico. Being the 100th Anniversary of the state of New Mexico and in recognition of the rich farming tradition of the State; the festival would be the first to recognize Chile growers. The festival would include Valencia County local farmers, local agricultural groups, the 4H Club and civic groups from Los Lunas.

What is the Financial Impact of this Request?

None

Staff Comments:

Legal:

Approved as to form. DP

Finance:

No financial impact. CC

**VALENCIA COUNTY
RESOLUTION SUPPORTING THE FIRST ANNUAL VIVA NEW MEXICO CHILE FESTIVAL
IN LOS LUNAS, NEW MEXICO**

WHEREAS, the Board of County Commissioners met at a duly noticed and advertised meeting on June 27, 2012 at 10 a.m. in the Valencia County Administration Building located at 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, the Board of County Commissioners of the County of Valencia recognizes that the Middle Rio Grande Valley is home to some of the best chile growing land in the State of New Mexico; and

WHEREAS, Wagner’s Farmland Experience (an agricultural business operation bordering the northern boundary of the Village of Los Lunas) has requested a resolution in support of a Chile Festival from September 7-9, 2012 for a three day community special event; and

WHEREAS, this year is the 100th Anniversary of the State of New Mexico and the Chile Festival is in honor of both the Anniversary and the rich farming tradition of the State and will include neighboring Valencia County farmers, local agricultural groups, the 4H Club, and civic groups from Los Lunas; and

WHEREAS, Chile Farmers of this region have joined together to host the first annual VIVA New Mexico Chile Festival on September 8th and 9th, 2012, which will serve as a celebration of the New Mexico Centennial, and to honor the rich farming traditions of the County and the New Mexico state crop, chile.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT the Board of County Commissioners expresses its most sincere support of the First Annual VIVA New Mexico Chile Festival, to be held September 8th and 9th, 2012, in Los Lunas, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 27TH DAY OF JUNE, 2012.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea, County Clerk

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Larry Augsbury
Individual Making Request: Christina Card
Presentation at Meeting on: 6/27/2012
Date Submitted: 6/15/2012
Title of Request: Senior Employment

Action Requested of Commission:

Approval of Senior Employment grant award and contract between Non-Metro Area Agency on Aging and Valencia County.

Information Background and Rationale:

Valencia County receives grant funds annually to support the Senior Employment Program. Valencia County is responsible for hiring and maintaining older workers at the rate of \$7.50/hr. no to exceed \$34,724.

What is the Financial Impact of this Request?

Valencia County will receive, through reimbursement, no more than \$34,724 for employment of Senior Employees.

Staff Comments:

Legal:

Finance:

No negative financial impact. CC



PO Box 5115, Santa Fe, NM 87502 (505) 827-7313 1-866-699-4927

MEMORANDUM

To: Providers/Contractors

From: Jenny D. Martinez, AAA Director

Date: June 8, 2012

Re: Senior Employment Program Contract

Enclosed you will find two copies of the Senior Employment Program contract and notification of grant award for fiscal year 2012/2013. Please ensure all copies are signed by the appropriate individual(s). Keep one copy of the contract and notification of grant award for your records and return one complete copy for full execution to:

**NCNMEDD Non-Metro Area Agency on Aging
P.O. Box 5115
Santa Fe, NM 87502**

Please do not hesitate to call Debbie Bowman at 575-769-1613 or 1-877-762-6228 if you have questions.

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING**

**Senior Employment Program
CONTRACT**

This Agreement is made and entered into this **1st day of July, 2012** by and between the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging, hereinafter referred to as the "NCNMEDD/ Non-Metro Area Agency on Aging" and **Valencia County**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor will administer a State Funded Senior Employment Program following established New Mexico Aging & Long Term Services Department (ALTSD) and NCNMEDD, Non-Metro Area Agency on Aging Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Contractor will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act Section 518 Paragraphs (3) and (4) as implemented at 20 CFR Part 641 (as amended). Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized by NCNMEDD/Non –Metro Area Agency on Aging.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will also offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave. Annual and sick leave accrual rates must be at least at the rate approved in the NCNMEDD/Non-Metro Area Agency on Aging Employment Program Guidelines. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked. A maximum of 40 hours annual leave can be accrued or carried over into another fiscal year. A maximum of 120 hours of sick leave can be accrued or carried over into another fiscal year.

- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for 4 half-time positions during the contract period beginning July 1, 2012.
- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the NCNMEDD/Non-Metro Area Agency on Aging.
- H. The Contractor will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the NCNMEDD/Non-Metro Area Agency on Aging. **Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, annual and sick leave accruals by enrollee will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the NCNMEDD/Non-Metro Area Agency on Aging.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will employ and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor will report all on-the-job accidents by calling NCNMEDD /Non-Metro Area Agency on Aging within twenty-four (24) hours. Complete a workers compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will encourage each enrollee to undergo a brief medical examination yearly. A completed physical exam report form or waiver of that examination must be submitted to the NCNMEDD/ Non-Metro Area Agency on Aging. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September

depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the enrollee, if necessary, to make arrangements for the examination.

- N. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- O. The Contractor will ensure supervisors and necessary staff as determined by NCNMEDD/Non-Metro Area Agency on Aging are available for annual on-site assessment and monitoring visits conducted by the NCNMEDD Non-Metro Area Agency on Aging .
- P. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour without prior approval from NCNMEDD/Non-Metro Area Agency on Aging and NMALTSO.
- R. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- T. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- U. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2013 to NCNMEDD/Non-Metro Area Agency on Aging for review and approval.
- V. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- W. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- X. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- Y. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Z. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.

- AA. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- BB. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- CC. The Contractor will notify the NCNMEDD/ Non-Metro Area Agency on Aging of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.
- DD. The Contractor will cooperate and coordinate with NCNMEDD /Non-Metro Area Agency on Aging regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.
- EE. The Contractor will support the Enrollee Bill of Rights, which is incorporated into this agreement by reference.
- FF. The Contractor will immediately notify the NCNMEDD/Non-Metro Area Agency on Aging Senior Employment Manager of any enrollee resignations, terminations, or vacancies.

To assist the Contractor, the NCNMEDD/Non-Metro Area Agency on Aging will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- E. Re-certify the eligibility of all enrollees on an annual basis.
- F. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- G. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

2. Compensation and Method of Payment

The NCNMEDD Non-Metro Area Agency on Aging will compensate the Contractor an amount not to exceed (\$34,724.00) for the provision of services.

Payment will be made as follows:

A. General Appropriations Act: The NCNMEDD/Non-Metro Area Agency on Aging shall pay the Contractor an amount not to exceed \$34,724.00 for the provision of services.

B. The Contractor shall bill the NCNMEDD/Non-Metro Area Agency on Aging each month for services rendered in the previous month in a format determined by the NCNMEDD/Non-Metro Area Agency on Aging. In no event shall any assessment or charge be made against the NCNMEDD/ Non-Metro Area Agency on Aging for extra fees, interest, or penalties, nor shall the NCNMEDD/Non-Metro Area Agency on Aging's failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the NCNMEDD/Non-Metro Area Agency on Aging are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The NCNMEDD/Non-Metro Area Agency on Aging reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the NCNMEDD/Non-Metro Area Agency on Aging, exists.

C. Payments to the Contractor may be withheld or denied by the NCNMEDD/Non-Metro Area Agency on Aging for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the NCNMEDD/Non-Metro Area Agency on Aging harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the NCNMEDD/Non-Metro Area Agency on Aging of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2012, and terminate on June 30, 2013, unless terminated pursuant to Paragraph 5, below.

5. Termination

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

6. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the NCNMEDD/ Non-Metro Area Agency on Aging and are not employees of the State of New Mexico or of NCNMEDD /Non-Metro Area Agency on Aging. The Contractor, his agents, and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the NCNMEDD/ Non-Metro Area Agency on Aging.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCNMEDD/Non-Metro Area Agency on Aging.

9. Record

The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the NCNMEDD/Non-Metro Area Agency on Aging, the Department of Finance and Administration, and the State Auditor. The NCNMEDD/ Non-Metro Area Agency on Aging shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the NCNMEDD/Non-Metro Area Agency on Aging to recover excessive, improper, or illegal payments.

10. Audit

The Contractor will provide a financial and compliance audit report to the NCNMEDD/Non-Metro Area Agency on Aging covering the period July 1, 2012 to June 30, 2013. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined Federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both Federal and State funds under this contract. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend less than \$500,000 in combined Federal awards, shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the

State Auditor, only a fair allocation of State funds within this contract may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate Federal title or program, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.

- C. Non-Governmental contractor or subcontractors, who expend between \$25,000 in state and federal funds combined and less than \$500,000 in Federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the State funds awarded under this contract. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors, that expend less than \$25,000 in combined Federal and State dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entities fiscal year.
- F. The Contractors independent auditor shall be made aware of Office of Management and budget Circular (OMB) A-87, Cost Principles for State, Local, and Indian Tribal Governments, and OMB A-122, Cost Principles for Nonprofit Organizations in determining the allowability of costs.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the NCNMEDD/Non-Metro Area Agency on Aging to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Liability Release

- A. The Contractor shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978, as amended if applied.
- B. The Contractor, upon final payment of the amount due under this Agreement, releases the NCNMEDD/Non-Metro Area Agency on Aging, its officers and employees, and the State of New Mexico from all liabilities, claims, and

obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Product of Services: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the NCNMEDD/Non-Metro Area Agency on Aging no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

15. Equal Opportunity Compliance

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

16. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, color, national origin, ancestry, sex, age, religion or handicap:

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;

- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
- G. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.

17. Confidentiality

The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the NCNMEDD/Non-Metro Area Agency on Aging or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.

18. Amendment

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

19. Merger

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

20. Penalties for violation of law.

The Contractor shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A., 1978. The Procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Scope of Agreement

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

22. Applicable Laws

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

23. Workers' Compensation

The Contractor agrees to comply with state laws and rule applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

24. Other Provisions: Compliance with Grant Conditions.

The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement Of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

Agency:

NCNMEDD

Attn: Jenny Martinez

P.O. Box 5115

Santa Fe, NM 87502

Contractor:

28. Authority.

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

29. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

Valencia County

Legal Name of Vendor/Contractor

Signature

Printed/Typed Name of Signatory

Date

**NCNMEDD – Non Metro Area Agency
on Aging**

Name of Area Agency on Aging

Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

JUN 10 2012

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

GRANTEE: Valencia County ADDRESS		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE	
		FROM: 07/01/2012 TO: 06/30/2013		New/Cont X Revision Other.		06/06/12	
PHONE:							

Indirect Cost % of \$	Fund Title of Project:	110 SEP	COMPUTATION OF GRANT				
DESCRIPTION	TOTAL	STATE					
Administration Admin Fees	\$0.00	\$0.00	1. Estimated Total Cost \$34,724.00				
			2. LESS Anticipated Project Income . . . \$0.00				
			3. Estimated Net Cost \$34,724.00				
			4. Non-federal and Non-state Share of Net Cost \$0.00				
			5. Project Income (Used as Match) . . . \$0.00				
			6. Federal Share of Net Cost \$0.00				
			7. State Share of Net Cost \$34,724.00				
			8. Federal/State Shares will be Comprised of				
			a. Federal/State grant unearned in previous	FY	Federal:	0.00	
			project year(s)	FY	State:	0.00	
			b. Carry Over			0.00	
			c. New Obligation Authority Herein Awarded	FY	State:	\$34,724.00	
Enrollee Costs: Enrollee Wages	\$34,724.00	\$34,724.00					
Care & Support	0.00	0.00					
Subtotal	\$34,724.00	\$34,724.00					
Grand Total	\$34,724.00	\$34,724.00					
PERCENT OF TOTAL COST	100%	100%					

X	Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost
X	The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds
X	If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated.
X	As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3
X	Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
X	In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 5 during the approved project period.

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
<div style="display: flex; justify-content: space-between;"> Tim Armer, Executive Director Date </div>	<div style="display: flex; justify-content: space-between;"> Date Date </div>

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- | | | |
|---|----|---|
| X | 1. | Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost. |
| X | 2. | The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds. |
| X | 3. | If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA. |
| X | 4. | As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3. |
| X | 5. | Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability. |
| X | 6. | Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1. |
| X | 7. | Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging. |


The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official



JUN 10 2012

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature:

Date:

Signature:

Date:

Tim Arner, Executive Director

Signature:

Date:

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Larry Augsbury
Individual Making Request: Christina Card
Presentation at Meeting on: 6/27/2012
Date Submitted: 6/15/2012
Title of Request: Direct Purchasing Agreement

Action Requested of Commission:

Approval of contract between Non-Metro Area Agency on Aging and Valencia County for fiscal year 12/13.

Information Background and Rationale:

Valencia County receives funding annually for Older American services to provide meals and services for Older Americans.

What is the Financial Impact of this Request?

Valencia County contributes \$276,500 from the general fund for additional funding of the Older American program. Monies received through direct purchasing total \$408,227.

Staff Comments:

Legal:

Approved as to form. AN

Finance:

General fund contributions are budgeted for fiscal year 2012/2013 pending approval of DFA.
CC

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
VENDOR AGREEMENT**

Valencia County, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

Congregate Meals
Home Delivered Meals
Homemaker/Housekeeping
Adult Day Care
Respite
Transportation
Assisted Transportation
IIID Health Promotion Activities (Evidenced-Based)
 Health Education/Training
 Health Screening
 Health Physical Fitness/Exercise
Chore Services
Case Management
Other Health Promotion Activities (Non IIID)
IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary

Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- **Standard meal** – A regular meal from the standard menu that is served to the majority of the participants.
- **Therapeutic meal or liquid supplement** – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. **Demand/Response** – transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting

the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Health Promotion Activities – This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IIID Health Promotion Activities (Evidence-Based) – Education and implementation activities that support healthy lifestyles and promote healthy behaviors. Evidence-based is a graduated or tiered set of criteria used to define evidence-based interventions implemented through Older Americans Act funding. While the goal is for all title IIID activities to move toward meeting the highest level criteria, programs meeting minimal or intermediate criteria will meet FY 2012 requirements.

Minimal Criteria – 1) Demonstrated through evaluation to be effective for improving health and well-being or reducing disease, disability and/or injury among older adults; and 2) Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

Intermediate Criteria – 1) Meets minimal criteria; 2) Published in a peer-review journal; 3) Proven effective with the older adult population, using some form of control condition (such as pre-post study or control group); and 4) Some basis in translation for implementation by community-based organizations.

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

IIIE Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc.);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

Respite Care - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

Supplemental Services – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour

Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IIID/Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: **Valencia County**

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$408,227**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$42,540** from Title III-B of the OAA;
2. **\$85,761** from Title III-C1 of the OAA;
3. **\$26,362** from Title III-C2 of the OAA;
4. **\$-** from Title III-D of the OAA;
5. **\$-** from Title III-E of the OAA; and
6. **\$253,564** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III, State, PI, Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$5,446	\$3.9168	38000	900
Home Delivered Meals	\$5.6628	\$2.5624	76500	400
Transportation	\$7.325	\$4.6934	14000	240
Assisted Transportation	\$	\$		
Case Management	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Homemaker/Housekeeping	\$	\$		
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$		
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$		
CG – Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$		
CG - Assistance	\$	\$		

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2nd) day of each month following the last day of the month in which services were provided. If the second (2nd) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
11. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a

general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES.**

A. *Americans with Disabilities Act of 1990 –*

The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2011 through June 30, 2012. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with

generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which

have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2012 and terminate on June 30, 2013, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed hereunder and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

The Vendor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING.

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

14. CONFLICT OF INTEREST.

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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 the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor to resolve any dispute pursuant to the procedures set

forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.

6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

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

AGENCY:

NCNMEDD

Attn: Jenny Martinez

PO Box 5115

Santa Fe, NM 87502

VENDOR:

28. INSURANCE.

The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency a memorandum or certification of both the comprehensive and general liability insurance, as well as the workers' compensation insurance, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

Valencia County
Legal Name of Vendor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD
Non-Metro Area Agency on Aging
Name of Area Agency on Aging


Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

JUN 18 2012
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: Valencia County ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2012 TO: 6/30/2013		Grant/Action		NGA DATE 5.30.12	
						New/Cont:	<input checked="checked" type="checkbox"/>		
				Revision:					
				BAR:					
DESCRIPTION		FEDERAL	STATE	LOCAL		PROJ. INC.		TOTAL	
Title IIIB	Access	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$ 98,888		
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal		\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$ 98,888		
Title IIIC1	Meal Costs	\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,008	\$ 206,950		
Subtotal		\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,008	\$ 206,950		
Title IIIC2	Meal Costs	\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915	\$ 433,210		
SubTotal		\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915	\$ 433,210		
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Title IIIE	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DEMONSTRATON GRANT									
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
SUB TOTALS									
	Title IIIB	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$ 98,888		
	Title IIIC1	\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,008	\$ 206,950		
	Title IIIC2	\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915	\$ 433,210		
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
GRAND TOTAL		\$ 154,663	\$ 253,564	\$ 276,500	\$ -	\$ 54,321	\$ 739,048		
COMPUTATION OF GRANT									
1.EstimatedTotal Cost.....	\$	739,048	8.Federal/State Shares will be comprised of:						
2.LESS Anticipated Proj. Inc.	\$	54,321	a.Federal/State						
3.Estimated Net Cost.....	\$	684,727	FY 20 ____ Federal						
			grant unearned State						
			In previous project year(s)						
4.Non-federal and Non-state Share of Net Cost.....			b. Carry Over						
5.Proj. Inc. (Used as Match).....	\$	54,321	FY 20 ____ Federal						
6.Federal Share of Net Cost.....	\$	154,663	State						
7.State Share of Net Cost....	\$	253,564	c. New Obligational						
			FY- Federal						
			Authority Herein Awarded State						
			\$ 154,663						
			\$ 253,564						

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- ☒ 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- ☒ 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- ☒ 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
- ☒ 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- ☒ 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- ☒ 6. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.
- ☒ 7. Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging.

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Tim Armer

JUN 12 2012

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature:

Date:

Signature:

Date:

Tim Armer, Executive Director

Signature:

Date:

ASSURANCES

Revised to incorporate the 2000 Reauthorization of the Older Americans Act

1. Older Americans Act. The grantee will comply with the Older Americans Act of 1965, As Amended, and its implementing regulations as contained in 45 CFR Part 1321.
2. DHHS Grants Administration. The grantee will comply with the U.S. Department of Health and Human Services Grants Administration Regulations as contained in 45 CFR Part 74.
3. Civil Rights. In accordance with Title VI of the Civil Rights Act of 1965, the grantee will not discriminate against individuals because of age, race, color, creed, ethnic origin, sex or sexual preference in administering programs or providing services to the elderly.
4. Accessibility for Individuals with Disabilities. In compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, the grantee will ensure that facilities and services are made accessible to individuals with disabilities.
5. State Policy. The grantee shall comply with the State Policy Manual and all policy issuances by Aging and Long Term Care Department and the Governor of New Mexico.
6. Area Policy. The grantee shall comply with the Area Agency on Aging Policy Manual and all policy issuances by the Area Agency on Aging.
7. Affirmative Action and Employment of the Elderly. The grantee shall maintain current affirmative action plans. In implementing their personnel hiring procedures, older individuals shall be given preference and the elderly shall be actively recruited for all available jobs.
8. Other State and Local Laws, Rules and Regulations. The grantee shall comply with all applicable state and local laws, rules or regulations.
9. Confidentiality. The personal case information of program participants shall be maintained in a confidential manner. Procedures have been established by the grantee to restrict access to this information to only authorized individuals. Release of any confidential information to unauthorized individuals shall be made only with full written authorization by the participant whose record is being used.
10. Contributions. Voluntary contributions from participants shall be accepted. Procedures for documenting and safeguarding the collection and handling of this income have been established by the grantee. Contributions are not a requirement for participation in the programs or for receipt of services funded by this plan.

11. Coordination. The grantee will coordinate with all other programs serving the elderly. In particular coordination efforts will focus on Foster Grandparent, Senior Companion, Retired and Senior Volunteer and Title VI programs. In addition, the grantee will establish effective and efficient procedures for coordination between programs funded in this plan and programs described in Section 203(b) of the Act.

Coordination efforts will also focus on community-based long-term care services; entities involved in prevention, identification, and treatment of abuse, neglect and exploitation of older individuals; programs providing supportive services to families of elderly victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and providers of mental health services.

The grantee will ensure that each activity undertaken, including planning, advocacy and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas; and assure that the grantee will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

The grantee provides that it will facilitate the coordination of community-based, long-term care services designed to enable older individuals to remain in their homes, by means including:

(A) development of case management services as a component of the long-term care services, consistent with the requirements of paragraph (25); (B) involvement of long-term care providers in the coordination of such services; and (C) increasing community awareness of and involvement in addressing the needs of residents of long-term care facilities.

12. Low Income Minority Individuals. The grantee, in determining the extent of need in the service area, has taken into consideration the number of older individuals with the greatest economic or social need. Preference will be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals and older individuals residing in rural areas.

All activities undertaken by the grantee, including planning, advocacy and systems development, will include a focus on the needs of low-income minority, older individuals and older individuals residing in rural areas.

The grantee specifies how they intend to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas, in the area served by the grantee, and to attempt to provide services to low-income minority individuals and older individuals residing in rural areas in accordance with their need for such services.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

13. Title III B. Any amount received under part B of the Older Americans Act will be expended in accordance with such part.
14. Title III C. Any amount received under part C of the Older Americans Act will be expended in accordance with such part.
15. Title III D. Any amount received under part D of the Older Americans Act will be expended in accordance with such part.
16. Title III E. Any amount received under part E of the Older Americans Act will be expended in accordance with such part.
17. Special Meals Programs Allowances. In accordance with Section 307(a) (13)(I) of the Act, the grantee has established (or will establish) procedures that will allow nutrition project administrators the option to offer a meal, on the same basis as meals are provided to elderly participants, to individuals providing volunteer services during meals hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under this Act.
18. Grievance Procedure. The grantee has established (or will establish) a grievance procedure for older individuals who are dissatisfied with or denied services.
19. Special Menus. Meals programs will reasonably accommodate participants special menus, where feasible and appropriate, to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

20. Case Management Services. Case management services provided under this Plan will:
- a. not duplicate, but will be coordinated with, case management services provided through other Federal and State programs; and,
 - b. be provided by a public agency or a nonprofit private agency that (i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging; (ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement; (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii);
21. Rights Relating to In-home Services for Frail Older Individuals. The grantee assures that programs that provide in-home services (as defined in the Older Americans Act) will promote the following rights of each older individual who receives such services:
- a. the right to be fully informed in advance about each in-home service provided by the program and about any change in such service that may affect the well being of such individual; and the right to participate in planning and changing an in-home service provided by the program, unless such individual is judicially adjudged incompetent;
 - b. The right to voice a grievance with respect to such service that is or fails to be provided, without discrimination or reprisal as a result of voicing such grievance;
 - c. the right to confidentiality of records relating to such individual;
 - d. the right to have the property of such individual treated with respect; and
 - e. the right to be fully informed (orally and in writing), in advance of receiving an in-home service, of these rights and obligations.

Grantee Authorized Individual

Date

Program Director

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

State

Authorized Signature

Title

Date

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Organization

State

Authorized Signature

Title

Date



P.O. Box 5115 Santa Fe, NM 87502 (505) 827-7313

MEMORANDUM

To: Contractor/ Provider

From: Francesca Martinez, Accountant Assistant/ Records Manager *fm*

Date: June 13, 2012

Re: Vendor / Contractor information sheet

It is important that the Vendor/ Contractor information sheet is filled out completely and correctly. All information on this sheet is required to be filled out.

At the top of the first page, the Vendor / Contractor name is highlighted. Please make sure your agency's name is filled in the space provided.

This is a sheet for your agency's information. For Nutrition/ Senior Employment/ and SAMS Data contact Specify the person in your agency who is the main point of contact for these positions.

Make sure all mailing/ physical address, phone / fax and e-mail address' are completed for each person on the sheet.

If any of the information should change during this Fiscal Year, the AAA should be notified immediately. The following people should be included in the notification:

Jenny Martinez, AAA Director, the Regional Director that you work with, and Francesca Martinez, Accountant Assistant/ Records Manager.

This information packet should be returned with the contract.

Please do not hesitate to call me if you have any questions at 505-827-7315 or email me at francescau@ncnmedd.com.

Date: 02/07/2000 for Title III Contractu

Funding Source	Conjugal Meals	Non-Old Meals	Transportation	Assisted Transportation	Care Mgmt	Adult Day Care	Chore	Homemaker	Health Education Training	Physical Therapy	Health Screening	Home Safety	Medication Management	Respite Caregiver of Elderly	Respite Elderly Caregiver of Children	Access Medication	Chemical	Information Services	Supplemental Services	TOTL
Federal Title IIIB			\$ 42,540																	\$ 42,540
Federal Title IIIC1	\$ 65,751	15 26,362																		\$ 65,751
Federal Title IIIC2																				\$ 26,362
Federal Title IIID																				\$ -
Federal Title IIIE																				\$ -
State	\$ 63,078	\$ 189,694	\$ 20,022	\$ -	\$ -			\$ -						\$ -						\$ 253,564
Local Cash (City/County/Town)	\$ 38,105	\$ 205,289	\$ 331,120																	\$ 276,500
Fundraising																				\$ -
Other Grants/Foundations																				\$ -
In Kind	\$ 35,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Program Income:																				\$ -
Transportation			\$ 2,400																	\$ 2,400
Housekeeping:																				\$ -
Adult Day Care:																				\$ -
Other:																				\$ -
Conjugal Meals Donations	\$ 20,006																			\$ 20,006
Home Delivered Donations		\$ 31,915																		\$ 31,915
Other:																				\$ -
TOTAL:	\$ 241,960	\$ 463,210	\$ 90,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 804,046
Projected Units	38,000	76,500	14,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Cost of Services	\$ 6,86711	\$ 6,05603	\$ 7,06343	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Cost of Services w/o In-Kind	\$ 5,44608	\$ 5,56308	\$ 7,06343	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 739,046
Funding %:																				
Federal Title IIIB	0.00000%	0.00000%	43.0108%																	
Federal Title IIIC1	0.00000%	0.00000%	0.00000%																	
Federal Title IIIC2	0.00000%	0.00000%	0.00000%																	
Federal Title IIID	0.00000%	0.00000%	0.00000%																	
Federal Title IIIE	0.00000%	0.00000%	0.00000%																	
State	28.0108%	36.6278%	21.0611%																	
Local Cash (City/County/Town)	16.1407%	44.8666%	32.4186%																	
Fundraising	0.00000%	0.00000%	0.00000%																	
Other Grants/Foundations	0.00000%	0.00000%	0.00000%																	
In Kind	14.8808%	6.7765%	10.0000%																	
Total of %	100.0000%	100.0000%	100.0000%																	
QAA Title B Continuing Care			31,0687																	
Federal Title IIIB																				
Federal Title IIIC1	1 6,5626		0.5446	1																
Federal Title IIIC2																				
Federal Title IIID																				
Federal Title IIIE	1 1,0000		22,1763	3																
State																				
Local Cash (City/County/Town)	3 21,742	3	23,740	3																
Other Grants/Foundations																				
In Kind																				
Program Income:																				
Transportation																				
Housekeeping:																				
Adult Day Care:																				
Other:																				
Conjugal Meals Donations																				
Home Delivered Donations																				
Other:																				
TOTAL:																				
Projected Units																				
Total Cost of Services																				
Total Cost of Services w/o In-Kind																				
Funding %:																				
Federal Title IIIB																				
Federal Title IIIC1																				
Federal Title IIIC2																				
Federal Title IIID																				
Federal Title IIIE																				
State																				
Local Cash (City/County/Town)																				
Fundraising																				
Other Grants/Foundations																				
In Kind																				
Total of %																				

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Jose Campos
Individual Making Request: Jose Campos
Presentation at Meeting on: 6/27/2012
Date Submitted: 6/18/2012
Title of Request: Belen Senior Center

Action Requested of Commission:

Consideration to approve a contract between Valencia County and CC Construction for the construction of a billiard room addition at the Belen Senior Center.

Information Background and Rationale:

Valencia County received general obligation bond funds in the amount of \$300,000 from the State Legislature for construction of billiard room addition for Belen Senior Center. Valencia County went out for bid and the lowest bid was CC Construction with a bid of 161,179. The contract would award them the project.

What is the Financial Impact of this Request?

The funds are based on reimbursement. No matching funds required. Valencia County will receive reimbursement for all expended funds.

Staff Comments:

Legal:

Approved as to form. AN

Finance:

No negative financial impact. CC

Letter of Transmittal

DATE: June 18, 2012

TO: Mr. Michael Vinyard
Valencia County Purchasing Agent

RE: Belen Senior Center- Billiard Room Addition

ITEM: 3 copies contractor signed Contracts, Performance and Payment Bonds,
Certificates of Liability Insurance

ACTION: For County review/approval/signatures.

SENT BY: John Kirkpatrick

JOHN KIRKPATRICK
ARCHITECT
PO BOX 1473
LOS LUNAS, NM 87031
(505) 865-0111

AGREEMENT FORM - LUMP SUM PRICE OR UNIT PRICE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Distribution to:

Contract Number:

- 1 - Owner
- 1 - Contractor
- 1 - Architect/Engineer

This Agreement entered into this _____ day of _____, 20____, by and between the parties as follows

THE OWNER:

Valencia County
444 Luna Avenue
P. O. Box 1119
Los Lunas, NM 87031

Telephone: 505-866-2003
FAX: 505-866-2424

THE CONTRACTOR:

C.C. CONSTRUCTION
908 SOUTH MESA RD
BELEN, NM 87002

Telephone: **505-864-0194**
FAX: **505-864-0194**

For the following Project:

VALENCIA COUNTY
OLDER AMERICANS PROGRAM
BELEN SENIOR CENTER
BILLIARD ROOM ADDITION

Project Number: **VCB-FY12-504**

Architect/Engineer of Record:

John Kirkpatrick, Architect
PO Box 1473
Los Lunas, NM 87031
(505) 865-0111

RECITALS

~~WHEREAS, the voters of Valencia County have authorized a General Obligation bond issue and have funded the above referenced Project pursuant to said statutory authority; and [A1]~~

WHEREAS the Owner, ~~through its Chairman~~, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS the Owner has let this contract according to the established State purchasing procedures for contracts of the type and amount let; and

WHEREAS award of the construction contract on this Project was approved by the Board at its meeting of _____, _____;

The OWNER and the CONTRACTOR agree as set forth below.

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- ☐ Bid Form
- ☐ This Agreement
- ☐ Performance Bond
- ☐ Labor and Material Payment Bond
- ☐ Agent's Affidavit
- ☐ Certificate of Insurance
- ☐ Assignment of Antitrust Claims
- ☐ Notice of Award
- ☐ Notice to Proceed
- ☐ Conditions of the Contract (General, Supplementary, and Other Conditions)
- ☐ Drawings
- ☐ Specifications
- ☐ All Addenda Issued Prior to and All Modifications Issued after Execution of this Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract for the following:

Belen Senior Center/Billiard Room Addition

ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than **One Hundred (100)** calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of **Two Hundred Dollars (\$200.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of **One Hundred Sixty One Thousand, One Hundred and Seventy nine Dollars (\$161,179.00)**.

The Contract sum is determined as follows:

Base Bid	<u>\$ 149,500.00</u>
Alternatives (if any)	<u>\$ _____</u>
NM GRT @ 7.8125 %	<u>\$ 11,679.00</u>
Contract Sum	<u>\$ 161,179.00</u>

ARTICLE 5 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the

Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

Not later than twenty-one (21) working days following receipt by the Owner of the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project: N/A.

For the purposes of this Agreement, the date payment is due shall include, in addition to the twenty-one working days provided in this article, the additional seven-day period provided in the General Conditions of the Contract for Construction.

ARTICLE 6 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7 - GENERAL AND SPECIAL PROVISIONS

This Agreement shall be governed exclusively by the

provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

This Agreement shall not become effective until approved by Director/Chairman; and signed by all parties required to sign this Agreement.

The Contractor and his agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Notices. All notices herein provided to be given, or which may be given, by either party to the other shall

be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of

any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

Enumeration of Contract Documents. The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

The bound set of construction drawings consisting of twelve (12) sheets bearing the Architect/Engineer of record and dated 4/2012.

Labor and Material Payment Bond 00600-3 - 4
Agent's Affidavit 00600-5
Certificate of Insurance 00600-6

Addendum #1 dated 5/2012.

The following documents bound in the Project Manual dated April, 2012:

Assignment of Antitrust Claims 00600-7
Notice of Award 00600-8 - 9
Notice to Proceed 00600-10

Documents	Pages
Bid Form	00300-1 - 4
Agreement between Owner and Contractor	00500-1 - 5
Performance Bond	00600-1 - 2

General Conditions (AIA-2007) 00700 (38 pages)
Modifications to General Conditions 00800-1-7
Additional Conditions 00800-7-9
TECHNICAL SPECIFICATIONS
Division 1 thru Division 16

Contract No. _____

Project No. VCB-FY12-504

REVIEWED:

As to Legal Form and Sufficiency

Legal Counsel

By: _____

Printed Name: _____

Title: _____ Date: _____

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR

By: [Signature]

Title: Owner Date: 6/16/2012

Federal Identification Number: 85-030617

State CSI Number 01-898584-00-0

OWNER: **VALENCIA COUNTY**

By: _____

Don Holiday

Title: Chair Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No. DAACSU0559349
Executed in Albuquerque, NM

KNOW ALL MEN BY THESE PRESENTS:
that

C.C. Construction, 908 S. Mesa Rd
Albuquerque, NM 87114

(Here Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor and ,

Allegheny Casualty Company, PO Box 1116,
Meadville, PA 16335

, a corporation duly organized under the laws of the State of Pennsylvania

Surety, hereinafter called Surety, are held and firmly bound unto Valencia County

(Here Insert full name and address or legal title of Owner)

944 Luna Ave, Los Lunas, NM 87031

as Obligee, hereinafter called Owner, in the amount of One Hundred Forty Nine Thousand

Five Hundred Dollars and No/100

Dollars(\$149,500.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, C.C. Construction

Contractor has by written agreement dated June 1, 2012,

entered into a contract with Owner for

Project #VCB-FY12-504 Belen Senior Center Billiards Room Addition

in accordance with Drawings and Specifications prepared by John Kirkpatrick, Architect

(Here Insert full name and address or legal title of Architect)

PO Box 1473, Los Lunas, NM 87031

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any, amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 15th day of June, 2011

Andrew Cordan
(Witness)

C.C. CONSTRUCTION
(Principal) (Seal)
[Signature]
(Title)

Andrew Cordan
(Witness)

ALLEGHENY CASUALTY COMPANY
(Surety) (Seal)
[Signature]
Scott Honsowetz, Attorney-in-Fact
(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond No. DAACSU0559349

Executed in Albuquerque, NM

KNOW ALL MEN BY THESE PRESENTS: that

C.C. CONSTRUCTION

908 MESA RD, BELEN, NM 87002

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal and ,

ALLEGHENY CASUALTY COMPANY

PO BOX 1116, MEADVILLE, PA 16335

, a corporation duly organized under the laws of the State of

Pennsylvania

Surety, hereinafter called Surety, are held and firmly bound unto

VALENCIA COUNTY

(Here insert full name and address or legal title of Owner)

PO BOX 1119, LOS LUNAS, NM 87031

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of One Hundred Forty Nine Thousand Five Hundred Dollars and No/100

(Here insert the sum equal to at least one-half of the contract price)

Dollars(\$149,500.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, C.C. Construction

Principal has by written agreement dated June 1, 2012 , entered into a contract with Owner for

Project #VCB-FY12-504 Belen Senior Center Billiards Room Addition

in accordance with Drawings and Specifications prepared by John Kirkpatrick, Architect

(Here insert full name and address or legal title of Architect)

PO Box 1473, Los Lunas, NM 87031

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount

claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere..

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15th day of June, 20 12

Andrea Gordon
(Witness)

C.C. CONSTRUCTION

(Principal)

(Seal)

(Title)

Andrea Gordon
(Witness)

ALLEGHENY CASUALTY COMPANY

(Surety)

(Seal)

(Title)

Scott Honsowetz, Attorney-in-Fact

POWER OF ATTORNEY
ALLEGHENY CASUALTY COMPANY
HOME OFFICE; ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ANDREA CORDOVA, ISABEL HERRERA, SCOTT HONSOWETZ

Albuquerque, NM.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15TH day of JUNE, 2012

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600		CONTACT NAME: Janet Martin PHONE (A/C No. Ext): (505) 265-8481 FAX (A/C No.): (505) 266-3500 E-MAIL ADDRESS: jmartin@westernassurance.com	
INSURED CC Construction, DBA: Chris C Chavez 908 S Mesa Road Belen NM 87002		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance NAIC # 24112 INSURER B: Builders Trust INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CWP4845302	6/11/2012	6/11/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CWP4845302	6/11/2012	6/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CWP4845302	6/11/2012	6/11/2013	Medical payments \$ 5,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1000001339	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Valencia County PO Box 1119 Los Lunas, NM 87031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Janet Martin/JANET
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CERTIFICATE OF INSURANCE

06/11/2012

PRODUCER 00026 - 001

Western Assurance Corporation
PO Box 94600
Albuquerque, NM 87199-4600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

CHRIS CHAVEZ
908 SOUTH MESA ROAD
BELEN, NM 87002

COMPANIES AFFORDING COVERAGE

INSURER A Builders Trust of New Mexico

INSURER B

INSURER C

INSURER D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (In Thousands)	
	GENERAL LIABILITY				BODILY INJURY OCC	
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJ AGG	
	<input type="checkbox"/> PREMIS/OPERATIONS				PROPERTY DAMAGE OCC	
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE AGG	
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED OCC	
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED AGG	
	<input type="checkbox"/> CONTRACTUAL				PERSONAL INJURY AGG	
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY				BODILY INJURY (Per Person)	
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per accident)	
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED	
	<input type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-100-0001339-2012	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTH- ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT	2000000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE	2000000
					EL DISEASE - POLICY L MIT	2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES/SPECIAL ITEMS
RE: BELEN SENIOR CENTER BILLARADS ROOM ADDITION

CERTIFICATE HOLDER

VALENCIA COUNTY
PO BOX 1119
LOS LUNAS, NM 87031

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INSURED COPY

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SUSANA MARTINEZ
GOVERNOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY



RYAN GLEASON
DIRECTOR

SAM OJINAGA
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

June 15, 2012

Mr. Donald E. Holliday
Valencia County Commission Chair
PO Box 1119
Los Lunas, NM 87031

Re: Juvenile Adjudication Fund Grant Agreement No. 13-JAF-33

Dear Mr. Holliday:

Enclosed are two Grant Agreements for the above-referenced project for your review and approval. **Please note that original signatures and notarization are required on page 18 of both copies of the Agreements.** After signature and notarization, please return both original copies of the Agreements to us for execution. We will send one fully executed copy of the Agreement for your files.

Reimbursement requests for expenditures made prior to the full execution of the Grant Agreement will not be accepted.

If you have any questions or require additional information, please feel free to contact me or Julie Krupale at 827-4951.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Ojinaga".

Sam Ojinaga
Deputy Director
Local Government Division

Cc: Liza Luboff

Enclosures

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
JUVENILE ADJUDICATION FUND GRANT PROGRAM

JUVENILE ADJUDICATION FUND GRANT AGREEMENT
Project No. 13-JAF-33

THIS GRANT AGREEMENT is made and entered into as of this _____ day of _____, **2012**, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called **DFA or the DIVISION**, and the **County of Valencia**, hereinafter called the **GRANTEE**.

RECITALS

WHEREAS, Section 34-16-1 NMSA 1978 (the "Act") created the juvenile adjudication fund, money in which is appropriated to DFA to administer the fund and to provide an alternative adjudication process for juveniles charged with traffic offenses and other misdemeanors; and

WHEREAS, DFA established a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors in 2.110.5 NMAC (the "Regulations"); and

WHEREAS, the Grantee was selected to receive a grant from the juvenile adjudication fund; and

WHEREAS, the parties desire to memorialize the terms and conditions of the grant in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained here, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

ARTICLE I – PROGRAM DESCRIPTION/SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in the Program Description attached hereto as Exhibit "1" and incorporated and

made a part of this Grant Agreement by this reference as if fully set forth herein.

- B. The Program Description may only be changed by the Grantee Representative designated in accordance with Article VIII(A) submitting a written request to the Division and obtaining the Division's written approval of the proposed change..

ARTICLE II - TERM OF GRANT AGREEMENT

- A. This Agreement shall become effective upon the date that it is duly executed by both parties and shall terminate on June 30, 2013. All funds awarded under this Agreement must be expended by June 30, 2013. In accordance with generally accepted accounting principles, to constitute an expenditure, the Grantee must have received the property and/or services on or before the termination date. It is not enough to merely have encumbered the granted funds.
- B. In the event that it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II or the Program Description, the Grantee shall immediately notify the Division. The Grantee and Division shall review the progress to date and the circumstances giving rise to delay. The Agency will determine, in its sole and absolute discretion, whether there is sufficient justification to modify this Agreement or Program Description to extend the term or deadlines contained herein.

ARTICLE III - REPORTS

A. Progress Reports

- 1. In order that the Division may adequately evaluate the Grantee's progress and performance under the Grant Agreement, the Grantee shall be required to make periodic quarterly Progress Reports to the Division. The said reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, the number of clients served during the reporting period, the gender, age, grade, and ethnicity of clients served during the reporting period, the type of offenses with which clients were charged, the number of components provided to clients, and the number of open, pending and closed cases, Exhibit "2" (certification of the report), and such other information following the objectives of the grantee's evaluation as may be of assistance to the Division in its evaluation.
- 2. The quarters covered by the quarterly progress reports shall correspond

to the quarters of the State's fiscal year; viz., July 1 to September 30; October 1 to December 31; January 1 to March 31, and April 1 to June 30. In the event that the effective date of this Agreement is more than one month after the beginning of a quarter (e.g., August 5), no quarterly report shall be due for the quarter during which the Agreement became effective; provided, however, that the quarterly report for the quarter after the quarter during which this Agreement became effective shall cover the period from the Agreement's effective date through the end of the quarter. For example, in the event this Agreement became effective on August 5, no quarterly report would be required for the first quarter; however, the second quarter report would cover the period from August 5 to December 31.

3. One copy of the corresponding quarterly progress report shall be submitted to the Division for review and comment not later than October 15, January 15, April 15 and July 15. If the due date for a quarterly report falls on a weekend or legal holiday, the due date shall automatically be extended to the next day that is not a weekend or legal holiday.
4. No quarterly report shall be required for the quarter immediately preceding the termination date of this Agreement. Information concerning that quarter shall be included in the Final Report, in accordance with Article III(B)(1).

B. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this program. The final Report shall include the information called for in Article III, Paragraph A.1 and A.2 for the quarter immediately preceding the termination date of the Agreement, in addition to other program information that the Division may request.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the program and shall be submitted no later than fifteen days following the termination of this Agreement; provided, however, that in the event that this day falls on a weekend or legal holiday, the final report shall be due on the next date that is not a weekend or legal holiday.

C. Additional Reports. Events may occur between scheduled reporting dates that have significant impact upon the grant supported activity. In such cases, the Grantee shall provide interim written reports to the Division. Without limiting the generality of the foregoing, the Grantee must inform the Division in writing as

soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to complete the grant supported activities in accordance with this Agreement and Program Description. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
3. The Grantee is no longer in compliance with the financial management system or eligibility requirements of 2.110.5.8(C) and 2.110.5.9 NMAC or there is a significant risk that the Grantee will not be in compliance with those requirements in the future.

D. Requests for Additional Information. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division or State Auditor may (i) request such additional documentation and information regarding the alternative adjudication program funded under this Agreement as it deems necessary to discharge its monitoring and compliance responsibilities and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the alternative adjudication program and Grantee's financial and other records concerning the program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or State Auditor) in the request. 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.

ARTICLE IV - AMOUNT OF GRANT; ALLOWABLE COSTS; BUDGET; AND METHOD OF PAYMENT

- A. Amount of Grant. The amount of the grant made hereunder is **Twenty Five Thousand Dollars (\$25,000)**. Grantee acknowledges and agrees (i) that this is the maximum amount of money available to Grantee under this Agreement in any event and (ii) that Grantee must have available other funds to pay all program expenditures above this amount, in accordance with Subparagraph F of this Article and the Program Budget established pursuant to Subparagraph E of this Article. Money made available under this Agreement is sometimes referred to throughout the remainder of this Agreement as "Grant Funds".
- B. Reimbursement Basis. Grantee shall be paid on a reimbursement basis. This means that the Division shall transfer funds to Grantee only after the Grantee has already paid out funds for permissible expenditures.
- C. Expenditure Period. The Grant Funds may only be used to reimburse Grantee for expenditures incurred after the effective date of this Agreement but on or before the termination date of this Agreement. By way of emphasizing rather than contradicting the previous sentence, Grantee acknowledges and agrees that it cannot be reimbursed for expenditures incurred before the effective date of this Agreement or after the expiration of this Agreement.
- D. Allowable Costs. Grant Funds may only be expended on expenditures that are permissible expenditures under the Act, the Regulations, the approved Budget for the Grant, and this Agreement.
- E. Budget.
1. Initial Budget. The initial budget for Grant Funds and the alternative adjudication program is set forth in Exhibit 3, which is incorporated by this reference as if set forth fully herein.
 2. Revisions Requiring a Written Amendment. Any budget revision which would result in a cumulative change equal to or greater than 10% of the total grant amount in at least one budget category may only be made via a written amendment to this Agreement. The requested revised budget must be in the same budget format as Exhibit 3. The request for a grant amendment shall be accompanied by the following:
 - a. an analysis of the proposed changes and a revised budget which addresses the proposed additional or altered expenditures;
 - b. a narrative justification for the proposed changes; and
 - c. an explanation of what (if any) impact the budget revision will have on the Program Description and alternative adjudication program

being funded with Grant Funds.

3. The Division will promptly review such request and shall approve or disapprove the request in writing; The Division will not approve any proposed amendment to the budget or program revision which it determines to be inconsistent with the purpose or terms and conditions of the Act, Regulations, or Grant Agreement.
4. Revisions Not Requiring Grant Amendment. Grantee shall immediately send the Division copies of any budget revisions not requiring a grant amendment under paragraph E(2) of this Article. Such budget revisions shall be delivered to Agency in accordance with Article VIII(C) of this Agreement.

F. Availability of Other Funds.

1. Grantee must have available other funds or in-kind services to pay all alternative adjudication program expenditures not being covered by Grant Funds.
2. Documentation of Other Funds. At the Agency's request, Grantee shall submit to the Division documentation sufficient to establish to Division's satisfaction that non-Grant Funds set forth in the Budget are available. Grantee's failure to satisfactorily document the availability of non-Grant Funds is a substantial and material breach of this Agreement, entitling the Agency to take enforcement action in accordance with 2.110.5.18 NMAC.
3. Notification of Non-Availability of Other Funds. Grantee shall immediately notify Agency in the event that non-Grant Funds contained in the Budget cease to be available for any reason and such non-availability of non-Grant Funds will cause the Grantee to not meet its matching requirement or cause it to be unable to fully perform the Program Description.

- G. It is understood and agreed that should any portion of the funds paid hereunder by the Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the said unexpended funds shall revert to the Division for disposition.

H. Request for Payments.

1. All payments will be made upon receipt by the Division of individual quarterly reports accompanied by these completed forms: Request for Payment Form, Exhibit 4 and Detailed Breakdown By Budget Category Form, Exhibit 5. Requests for payment shall specify all in-kind administrative costs.

2. The Request for Payment Form must be signed by two authorized signatories, as set forth in the Request for Payment Form.
- I. Unallowable Costs will Not be Reimbursed. Grantee will not be reimbursed for costs that are unallowable under the Regulations, other applicable laws, regulations, rules, or guidance, or this Agreement.
- J. Return of Payments for Unallowable or Unincurred Costs. Grantee shall immediately notify the Division should Grantee discover that it was reimbursed for unallowable costs or costs that were not, in fact, incurred and return to the Division the amount of unallowable or unincurred costs for which it was reimbursed.
- K. Recovered Funds. Grantee shall promptly notify the Division in the event it recovers any Grant Funds previously paid to Grantee through rebates, refunds, contract settlements, audit recoveries, or other means. Grantee shall use such recovered funds before requesting additional payments under this Agreement. If Grant Funds and non-grant funds were both used to fund the contract under which funds are recovered, the recovery must be split between Grant Funds and non-grant funds proportionately. By way of example, if Grant Funds and non-Grant Funds each constituted 50% of the compensation under a contract and the Grantee recovers \$100 under that contract from the contractor, Grantee must allocate \$50 of the recovery to Grant Funds and \$50 to non-Grant Funds.
- L. **The Grantee may not request reimbursement from the Division for any expenditure billed to another funding agency or source.**
- M. Deadline for Submitting Requests for Payment. Requests for Payment for all unreimbursed expenditures must be received by the Division by the earlier of July 15 after the fiscal year in which the expenditures were incurred or fifteen (15) days after the termination of this Agreement; provided, however, that in the event this deadline falls on a weekend or other legal holiday, the deadline shall be extended until the next day that is not a weekend or legal holiday. Requests for Payment received after such deadline MAY NOT BE PAID.
- N. Deficient Requests for Payment. The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or part, the Division shall promptly notify the Grantee of the disallowed amount, the nature of the deficiency, and what the Grantee must do to correct it.

ARTICLE V - MODIFICATION AND TERMINATION

- A. Written Amendment Required. Except as provided in Article I(B), the terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.
- B. Deadline for Requests for Amendment: All requests for written amendment must be received by the Division at least sixty (60) days prior to the termination date of this Agreement.
- C. Early Termination for Convenience: This Agreement can be terminated early without cause as follows:
 - 1. By the Division with the consent of the Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - 2. By the Grantee upon written notification to the Agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Division determines, in its sole and absolute discretion, that the remaining portion of the Agreement will not accomplish the purposes for which the grant was made, the Division may terminate the Agreement in its entirety, disallow, in whole or part, expenditures incurred prior to the termination, and recover from Grantee funds previously provided to Grantee.
- D. Liability in the Event of Early Termination for Convenience: In the event of early termination of this Agreement by either party for convenience, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:
 - 1. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - 2. Incurred on or before the termination date in the notice of early termination;
 - 3. For permissible purposes under this Agreement's Program Description and procured and executed in accordance applicable law; and

4. The subject of a request for payment properly and timely submitted in accordance with Article IV(M) of this Agreement.
- E. Termination for Cause. The Division may terminate this Agreement and take other enforcement action for cause as provided in 2.110.5.18 NMAC.

ARTICLE VI – CERTIFICATIONS AND GENERAL TERMS

- A. The Grantee hereby represents, warrants, and certifies that:
 1. It has the legal authority to apply for and accept the Grant Funds.
 2. It has the institutional, managerial and financial capability (including sufficient non-grant resources) to ensure proper planning, management and completion of alternative adjudication program being funded by this Agreement.
 3. The execution and delivery of this Agreement by the Grantee and the consummation by the Grantee of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Grantee and no other corporate action on the part of the Grantee is necessary to authorize this Agreement or to consummate the transactions contemplated herein.
 4. The person executing this Agreement on behalf of the Grantee has the authority to do so, and, once executed by the Grantee and the Division, this Agreement shall constitute a valid and binding obligation of the Grantee, enforceable in accordance with its terms.
 5. This Agreement and the Grantee's obligations hereunder do not conflict with the Grantee's charter, ordinances, resolutions, or policies or any law or court order or decree to which it is subject.
 6. Debarment and Suspension and Other Responsibility Matters.
 - a. Grantee certifies by signing this Agreement, that Grantee and Grantee's principals, if applicable, to the best of Grantee's knowledge and belief: (a) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or New Mexico State department or agency; (b) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility; (c) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in subsection b of this Paragraph; and, (d) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Grantee certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

b. Grantee's certification in Subparagraph a is a material representation of fact upon which the Division relied when this Agreement was entered into by the parties. Grantee shall provide immediate written notice to the Division if, at any time during the term of this Agreement, Grantee learns that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Division, the Division may terminate the Agreement.

c. Grantee shall require each proposed subgrantee, contractor, and subcontractor whose subgrant, contract, or subcontract will equal or exceed \$5,000 to disclose to the Division whether as of the time of award of the subgrant, contract, or subcontract, the subgrantee, contractor, or subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency. Grantee shall make such disclosures available to the Division. If the subgrantee, contractor, or subcontractor, or its

principals, is debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency, the Division may refuse to approve the use of the subgrantee, contractor, or subcontractor.

Upon request, the Grantee shall provide evidence satisfactory to the Grantee that the representations, warranties, and certifications contained in this paragraph are true and accurate.

B. The Grantee must comply with the following general conditions.

1. All Grant activities must comply with the Act, the Regulations, and all other applicable state or federal laws and regulations.
2. Grantee shall administer the Grant and finance its share of the costs of the alternative adjudication program (if any), as reflected in the program budget.
3. All procurement for the program, whether using grant funds or not, must be conducted in accordance with (i) the State Procurement Code or, if Grantee is a home-rule municipality or county that has adopted its own purchasing ordinance, its purchasing ordinance as well as (ii) Grantee's purchasing policies and regulations. Sole Source contracts can be utilized if justification can be provided that the contractor is the only one that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract.

Grantees, associated alternative juvenile adjudication programs, and subcontractors will be **required** to complete a request-for-proposal (RFP) for contracts over \$50,000 unless their County's guidelines have more stringent requirements. In which case, the County's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

4. Contract Approval by the Division.
 - a. All contracts to be funded with Grant Funds must be reviewed and approved in writing by the Division before Grantee can be reimbursed for expenditures under such contracts. By way of emphasis, Grantee has no right to reimbursement for an

expenditure under a contract unless and until the contract has been approved by the Division in writing.

- b. Contracts to be funded with Grant Funds and subsequent amendments as well as amendments to contracts entered into prior to this Agreement must be reviewed and approved in writing by the Agency prior to execution by the Grantee and contractor.
 - c. Unless a different standard of review is required by statute, regulation, or other provisions of this Agreement, the Division's review and approval of contracts and amendments shall be limited in scope to determining whether the scope of the contract is consistent with the Program Description, the Budget, the Act, and the Regulations. This administrative review is not a legal review. By way of example, the Division shall not under any circumstances be required to make or make any determination as to whether a contractor is, in fact and law, an independent contractor or employee for tax law or other purposes.
- 5. Grantee shall adhere to all financial and accounting requirements of the Department of Finance and Administration, including, but not limited to, the financial management requirements set forth in 2.110.5.8(C).
 - 6. Grantee shall comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of Grant Funds.
 - 7. Grantee shall comply with all applicable guidelines requiring an annual background check on all staff and volunteers involved directly with youth in an alternative adjudication program.
 - 8. Grantee shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for other than the uses specified in the Program Description without the prior approval of the Division.
 - 9. No member, officer, employee or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes

of this certification.

10. Grantee shall ensure that all activities and programs funded through this grant comply with HIPAA and all other applicable state and federal requirements and regulations regarding confidentiality of youth participants.
11. In addition to contractual clauses required to be included in contract and subcontracts by other provisions of this Agreement, Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation upon the contractor and subcontractor to comply with and submit to the access to information provisions of Article III(D) of this Agreement.
12. Mandatory Waste, Fraud or Abuse Reporting. Grantee shall:
 - a. Promptly report to the Division any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse involving Grant Funds.
 - b. Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.
13. Throughout the term of this Agreement, Grantee must continuously be in compliance with the eligibility requirements of 2.110.5.9 NMAC.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, other records to facilitate an effective audit, records to show its compliance with applicable law and this Agreement, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Agreement.

ARTICLE VIII - REPRESENTATIVES; NOTICES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for implementation of this Grant Agreement.

Name: Bruce Swingle

Title: Valencia County Manager
Address: PO Box 1119
Los Lunas, NM 87031
Telephone: 505-866-2436
Email: Bruce.Swingle@valencia.nm.us

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with subparagraph C of this Article.

B. Agency designates the person listed below as its Program Manager, responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Julie Krupcale
Title: Program Manager
Address: Bataan Memorial Building Suite 203
Santa Fe, NM 87501
Telephone: 505-827-4951
Email: JulieM.Krupcale@state.nm.us

The Program Manager is the Division representative with the authority to approve on behalf of the Division all things requiring Division approval under this Agreement other than written amendments to this Agreement. The Division may change the Program Manager by giving Grantee written notice of such change, in accordance with subparagraph C of this Article.

C. Notices of termination and any other notice required to be in writing and delivered in accordance with this paragraph shall be sent by email and facsimile or regular mail, addressed as follows:

If to Grantee:

Name: Larry Fortess
Title: YDI/COO
Address: PO Box 730
Los Lunas, NM 87031
Telephone: 505-352-3483
Email: lfortess@ydinm.org
Facsimile: 505-865-7422

with a copy to:

Name: Bruce Swingle

Address: PO Box 1119
Los Lunas, NM 87031
Telephone: 505-866-2436
Email: Bruce.Swingle@valencia.nm.us
Facsimile: 505-866-3355

If to Agency:

Name: Julie Krupcale
Title: Program Manager
Address: Bataan Memorial Building Suite 203
Santa Fe, NM 87501
Telephone: 505-827-4951
Email: JulieM.Krupcale@state.nm.us
Facsimile: 505-827-4340

with a copy to:

Name: Liza Luboff
Title: Assistant Bureau Chief –Special Programs
Department of Finance & Administration
Local Government Division
Address: Bataan Memorial Building Suite 203
Santa Fe, NM 87501
Telephone: 505-827-4441
Email: LizaC.Luboff@state.nm.us
Facsimile: 505-827-4340

In the case of notices sent by email and mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of notice sent by email and facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. A party may specify a different person and/or address to send notices to by giving the other party advance, written notice of such change in accordance with this Paragraph.

ARTICLE IX - SPECIAL CONDITIONS

- A. A minimum of 10 percent of the proposed operating budget of the alternative adjudication program assisted with the Grant Funds must come from sources other than Grant Funds or other state funds. Cash valued in-kind contributions may be used to meet this matching requirement; provided, however, that, in the event the division disagrees with the grantee's valuation of in-kind contributions, the division's determination of the cash value of the in-kind contributions shall control for purposes of compliance with this matching requirement. The Grantee hereby budgets **\$ 4,600.00, representing 16 % of the alternative**

adjudication program's budget, as its matching funds commitment.

- B. The Grantee shall not budget, nor at any time expend more than 5% of the grant amount awarded for indirect administrative costs incurred during the grant period.
- C. The Grantee shall not budget, nor at any time expend, Grant Funds for capital outlay or any other expenditure that is impermissible under 2.110.5.11-12 NMAC.
- D. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may ***immediately*** terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final.

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

Grantee shall include the following or a substantially similar termination clause in all contracts that are funded in whole or part by funds made available under this agreement:

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

ARTICLE XII – CONFLICT BETWEEN AGREEMENT AND APPLICABLE LAW

If any provision of this Agreement irreconcilably conflicts with applicable law or regulations, the applicable law or regulation shall control and the conflicting provision of the Agreement shall be deemed to have been amended to the extent necessary to make it consistent with applicable law or regulation.

ARTICLE XII – SEVERABILITY

If any term or condition of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division have duly executed this Grant Agreement as of the date first above written.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

County Commission Chairman

Date _____

(Type or Print Name)

STATE OF NEW MEXICO)
COUNTY OF VALENCIA) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____.

Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____
Sam L. Ojinaga, Deputy Director

Date _____

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Sam L. Ojinaga_____.

Notary Public

My Commission Expires: _____

EXHIBIT "1"

PROGRAM DESCRIPTION

Name of Grantee: Valencia County

Grant No.: 13-JAF-33

Grant Amount: \$25,000

Valencia County Government will serve as the fiscal agent for YDI-Valencia Division Teen Court program for the Juvenile Adjudication fund. YDI-Valencia Teen Court will serve up to 12 youth a month in FY13. Teen Court will receive referrals from the JPPO, courts, and schools in the area. Participants will be screened to ensure that teen court is appropriate for them, and, upon agreeing to the terms of participation, will receive a teen court date.

YDI-Valencia Teen Court will be held the first Thursday of every month FY 13. Each participant will appear before a jury of their peers and receive a recommended sentence that will be confirmed or adjusted by a presiding judge. Sentencing requirements may include participation in evidence based programs and classes such as community services hours, jury duty, apology letter, DWI Prevention class, and/or counseling.

Participants will be tracked by YDI-Valencia Teen Court staff as they complete the terms of their sentence, and referring agencies will receive notification of successful completion or failure to complete sentencing components for each referral accepted into teen court.

YDI-Valencia Teen Court staff will be responsible for all training and coordination of teen court volunteers and participants, as well as the scheduling and coordination of all teen court activities.

Measurable Objectives:

Objective 1:

- Reduce the Juvenile Adjudication cost to the community

Performance Measure:

- Number of referrals and completions by 1st offender

Performance Goal:

- Serve 20% of the 1st offenders to avoid being referred back to the JPPO for non-compliance.

Objective 2:

- Decrease the number of recidivism rate by 5%

Performance Measure:

- Number of offenders between the ages of 13 to 17

Performance Goal:

- Have a 5% recidivism rate reduction in the age range of 13 to 17 by year 2.

EXHIBIT "2"

JUVENILE ADJUDICATION FUND GRANT FUNDING PROGRESS/FINAL REPORT

Name of Grantee: Valencia County

Grant No.: 13-JAF-33

Grant Amount: \$25,000

Reporting Period: July 1, 2012 – June 30, 2013

Juvenile Adjudication Fund Progress or Final Report

1. List accomplishments and/or any problems encountered and/or delays experienced in the implementation and administration of the program in a narrative or bulleted highlight fashion. Include action or methods used or to be utilized in their alleviation.
2. Please attach a copy of the Request for Payment/Financial Status Report Form, Exhibit 4, which includes the in-kind/local match to date.
3. Please attach a copy of the Category Budget Breakdown of Expenditures Form, Exhibit 5, to date reported on the Request for Payment/Financial Status Report Form, Exhibit 4.
4. Please attach a copy of the Client Data Sheet, Exhibit 6.

Certification

1. I certify that all expenditures of Juvenile Adjudication Fund grant funds included within the attached Request for Payment/Financial Status Report Form were verified and accounted for in accordance with generally accepted accounting principles and a financial management system that meets the standards of 2.110.5.8(C) NMAC.
2. Under penalty of law, I hereby certify that to the best of my knowledge and belief, the information contained in this report, including all attachments, is correct and true and that **no other funding source is reimbursing the expenditures included within the attached Request for Payment/Financial Report Form for which reimbursement is being sought from Juvenile Adjudication Fund grant funds.**

Please sign and submit this form as part of each quarterly report.

Grantee Representative

County Official

Date

Date

Exhibit 3 - Budget Summary

JUVENILE ADJUDICATION FUND PROGRAM REVENUE/EXPENDITURE SUMMARY

Exhibit 3

Applicant/Grantee

Valencia County

Grant Number 13-JAF-33

Total Grant Funding \$ 25,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	GRANT EXPENDITURES	IN-KIND/MATCH FUNDS	TOTAL BUDGET
JAF Program Grant	\$ 25,000.00	ADMINISTRATIVE*			
		Personnel Costs (Salary and Benefits)	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
		Travel (In-State)			\$ -
		Contractual Services			\$ -
Local Match (Cash or In-Kind)		Operating Costs			\$ -
County	\$ 1,250.00	Subtotal	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
City		PROGRAM			
Fees		Personnel Costs (Salary and Benefits)			\$ -
Other (list):Judicial/Court	\$ 1,500.00	Travel (In-State)			\$ -
School of Dreams	\$ 1,310.00	Supplies			\$ -
Professional services	\$ 540.00	Training (Employee & Volunteer)			\$ -
		Contractual Services	\$ 23,750.00	\$ 540.00	\$ 24,290.00
		Operating Costs**		\$ 2,810.00	\$ 2,810.00
		Travel (Out-of-State)**			\$ -
		Minor Equipment**			\$ -
		Capital Outlay**			\$ -
		Subtotal	\$ 23,750.00	\$ 3,350.00	\$ 27,100.00
		TOTALS:	\$ 25,000.00	\$ 4,600.00	
TOTAL REVENUES	\$ 29,600.00				
		TOTAL EXPENDITURES	\$	\$	\$ 29,600.00

* Administrative is limited to 5% = 1,250.00

**Operating Costs, Travel (Out-of-State), Minor Equipment and Capital Outlay are not eligible for grant funding, but can be counted towards match requirements

Exhibit 4 - Reimbursement Request **JUVENILE ADJUDICATION FUND PROGRAM** **REIMBURSEMENT REQUEST**

Exhibit 4

Payment Request No.: 1

I. A. Grantee: Valencia County B. Address: PO Box 1119 Los Lunas, NM 87031 C. Telephone No.: 505-866-2436 D. Grant No.: 13-JAF-33	II. Payment Computation: A. Grant Award: 25,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment \$0.00 D. Grant Balance: \$25,000.00 III. Report Period Ending: 25,000.00
---	--

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Costs	1,250.00	1,250.00	2,500.00	0.00	0.00	0.00			0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00			0.00
PROGRAM									
Personnel Costs	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Training	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	23,750.00	540.00	24,290.00	0.00	0.00	0.00			0.00
Operating Costs		2,810.00	2,810.00		0.00	0.00			0.00
Travel (Out-of-State)		0.00	0.00		0.00	0.00			0.00
Minor Equipment		0.00	0.00		0.00	0.00			0.00
Capital Outlay		0.00	0.00		0.00	0.00			0.00
TOTAL EXPENDITURES	25,000.00	4,600.00	29,600.00	0.00	0.00	0.00	0.00	0.00	0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify, to the best of my knowledge and belief, that the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. Service providers have not and shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer	Date	IDFA/Local Government Division Use Only	Grantee Representative	Date
Division Fiscal Officer	Date		Division Project Representative	Date

Exhibit 5

Detailed Breakdown by Budget Category

JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: _____
Program No.: _____
Request No.: _____

Total Grant Funds Requested This Request: \$ _____
Total Matching Funds Reported This Request: \$ _____
Total Expenditures Reported This Request: \$ _____

ADMINISTRATIVE - Limited to 5% of Grant Funds

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-------------------	-------------	------------------	---------------------	---------------	--------------------

Total Personnel Costs: \$ -

Travel (In State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
--------------------------------	--------------------------	-------------------	-------------	---------------------	---------------	--------------------

Total Travel: \$ -

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	---------------	--------------------	---------------------	---------------	--------------------

Total Contractual Services: \$ -

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Operating Costs: \$ -

PROGRAM

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-------------------	-------------	------------------	---------------------	---------------	--------------------

Total Personnel Costs: \$ -

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
--------------------------------	--------------------------	-------------------	-------------	---------------------	---------------	--------------------

Total Travel (In-State): \$ -

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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Total Supplies: \$ -

Date/Location

Check Date

Vendor/Item

Description

Check Number

Amount

Бурганат

Total Training: \$ -

Period CoveredCheck Date

Vendor

Description

Check Number

Amount

Explanation

Total Contractual Services: \$ -

Total Grant Fund Reimbursement Request: \$ -

Check \$

I hereby certify to the best of my knowledge and belief, the above information is correct. expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request. I certify that the items listed in this report have not been billed or reported previously to the JAF grant program. I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time.

Name _____

Title

Date _____

Exhibit 5

Detailed Breakdown By Budget Category

JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: 0
 Program No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: \$ -
 Total Matching Funds Reported This Request: \$ -
 Total Expenditures Reported This Request: \$ -

In-Kind/Match Expenditures:

ADMINISTRATIVE

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ <u>-</u>	

Travel (In State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:					\$ <u>-</u>	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					\$ <u>-</u>	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					\$ <u>-</u>	

PROGRAM

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ <u>-</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					\$ <u>-</u>	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
				Total Travel (Out-of-State):	\$ -	

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

				Total Supplies:	\$ -	

Training

<u>Date/Location</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

				Total Training:	\$ -	

Contractual Services

[illegible]

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

				Total Operating Costs:	\$ -	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (Out-of-State):						\$ -

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

				Total Minor Equipment:	\$ -	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

				Total Capital Outlay:	\$ -	

Total In-Kind/ Matching Reimbursement Request: \$ -

Check: \$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request. I certify that the items listed in this report have not been billed or reported previously to the JAF grant program. I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time

Date _____

EXHIBIT "6"
JUVENILE ADJUDICATION FUND
CLIENT DATA SHEET

Name of Grantee: _____

Grant Number: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Totals
GENDER					
Male					0
Female					0
sub total	0	0	0	0	0
AGE					
11					0
12					0
13					0
14					0
15					0
16					0
17					0
18					0
Over 18*					0
Unknown					0
sub total	0	0	0	0	0
ETHNICITY					
Anglo					0
Native American					0
Hispanic					0
Black					0
Asian					0
Other					0
sub total	0	0	0	0	0
GRADE					
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
GED					0
Graduated					0
College/Technical School					0
Not in School					0
Other/Don't Know					0
sub total	0	0	0	0	0
LIVES WITH					
Mom					0
Dad					0
Both					0
Relative					0
Other					0
Don't Know					0
sub total	0	0	0	0	0
OFFENSE					
Careless/Reckless					0
Larceny/Shop Lifting					0
Trespassing					0
Battery/Public Affray					0
Alcohol					0
Drugs					0
Traffic					0
Curfew					0
Weapons					0
Truancy					0
Disorderly Conduct					0
Criminal Damages					0
Other					0
sub total	0	0	0	0	0
REQUIRED SENTENCE COMPONENTS					
Community Service Hours Served					0

Jury Duties Served (duplicated)					0
OTHER COMPONENTS					
Substance Abuse Prevention Program					0
Shoplifting Program					0
DWI Program					0
Truancy Program					0
Anger Management Program					0
Drivers Education Program					0
Counseling					0
Team Building Program					0
Smoking Cessation Program					0
Tutoring Program					0
Peer Counseling					0
Parental Involvement					0
Teen Parenting Program					0
Restorative Justice					0
Other					0
REFERRED BY					
JPPD					0
Magistrate					0
Municipal/Police					0
School					0
Tribal Court					0
Other					0
subtotal	0				
SCREENING					
Number of Intake Screenings					0
Number of Intensive Screenings					0
CASES					
Number of Active Cases					0
Number of Completions					0
Number Referred Back (terminated)					0
Number Cases Pending					0

*Teens over 18 must be actively enrolled in school

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VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONER
RESOLUTION NO. _____

SUBJECT: Revisions to 2011/2012 Budget - Inter & Intra Budget Transfer

WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following Inter & Intra Budget Transfer.

NOW THEREFORE, LET IT BE RESOLVED that the Board of Valencia County Commissioners, requests DFA approval for the attached revision.

VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS

Done this _____ day of _____, 2012

Donald E. Holliday, Chair
District V

Georgia Otero - Kirkham, Vice Chair
District II

Mary J. Andersen, Vice-Chair
District I

Lawrence R. Romero, Commissioner
District III

Ron Gentry, Commissioner
District IV

Attest: Sally Perea, County Clerk

RESOLUTION NO. _____

SUBJECT: Revisions to 2011/2012 Budget - Inter & Intra Budget Transfer

WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following Year-End Inter & Intra Budget Transfers.

NOW THEREFORE, LET IT BE RESOLVED that the Board of Valencia County Commissioners, requests DFA approval for the attached revision.

General Fund:

Business Manager

To:	Overtime Salries	401-A2-2005	\$70.56
	Lease Purcahse	40-A2-2029	\$592.00
	Workers Compensation	401-A2-2066	\$1.50
			<hr/>
			\$664.06
From:	Training	401-A2-2177	-\$72.06
	Full Time Salaries	401-A2-2002	-\$592.00
			<hr/>
			-\$664.06

Finance

To:	Temporary Salaries	401-A3-2004	\$5,020.65
	Mileage & Per Diem	401-A3-2010	\$240.08
	Equip Maint & Repair	401-A3-2012	\$358.62
	Membership Dues	401-A3-2052	\$175.00
	Professional Servies	401-A3-2100	\$350.85
	Training	401-A3-2177	\$38.74
			<hr/>
			\$6,183.94
From:	Full Time Salaries	401-A3-2002	\$6,213.18
	PERA	401-06-2063	\$179.01
			<hr/>
			\$6,392.19

Human Resources

To:	Full Time Salaries	401-A4-2002	\$9,130.00
	Printing & Publishing	401-A4-2008	\$7,572.93
	Mileage & Per Diem	401-A4-2010	\$177.34
	Equipment	401-A4-2058	\$85.50
	PERA	401-A4-2063	\$1,584.41
	Professional Services	401-A4-2100	\$400.69
	Training	401-A4-2177	\$2,370.00
	Retiree Health	401-A4-2184	\$151.11
			<hr/>
			\$21,471.98

From:	Postage	401-A4-2006	-\$552.40
	Telephone	401-A4-2007	-\$376.72
	Membership Dues	401-A4-2052	-\$50.00

Supplies	401-A4-2056	-\$231.52
Group Insurance	401-A4-2065	-\$2,528.26
Professional Services	401-A2-2100	-\$18,361.18
		<u>-\$22,100.08</u>

County Commission

To:	Elected Officials Salaries	401-01-2001	\$4,390.75
	Professional Services	401-01-2100	\$27,874.63
			<u>\$32,265.38</u>

From:	Multi-Line Insurance Pool	401-01-2073	-\$32,226.00
	Office Rental	401-01-2102	-\$39.38
			<u>-\$32,265.38</u>

County Manager

To:	Full Time Salaries	401-02-2002	\$23,427.80
	Printing and Publishing	401-02-2008	\$20.17
	Office Supplies	401-02-2009	\$46.89
	Equip Maint & Repair	401-02-2012	\$406.09
	Supplies	401-02-2056	\$80.18
	Medicare	401-02-2064	\$316.38
			<u>\$24,297.51</u>

From:	Overtime Salaries	401-02-2005	-\$200.25
	Postage	401-02-2006	-\$300.54
	Telephone	401-02-2007	-\$2,498.19
	Mileage & Per Diem	401-02-2010	-\$1,099.81
	Lease Purchase	401-02-2029	-\$7,462.16
	Membership Dues	401-02-2052	-\$20.00
	Training	401-02-2177	-\$406.00
	Full Time Salaries	401-A2-2002	-\$12,310.56
			<u>-\$24,297.51</u>

County Clerk

To:	Elected Officials Salaries	401-04-2001	\$2,202.50
	Full Time Salaries	401-04-2002	\$2,760.69
	Part Time Salaries	401-04-2003	\$1,431.16
	Overtime Salaries	401-04-2005	\$2,018.07
	Car Expense	401-04-2011	\$185.85
	PERA	401-04-2063	\$600.00
	Group Insurance	401-04-2065	\$400.00
			<u>\$9,598.27</u>

From:	Medicare	401-04-2064	-\$1,332.50
	Workers Comp	401-04-2066	-\$137.90
	Professional Services	401-04-2100	-\$171.32
	Group Insurance	401-A3-2065	-\$5,186.18

Overtime Salaries	401-A3-2005	-\$482.19
Postage	401-A3-2006	-\$770.11
Office Rental	401-01-2102	-\$1,518.07
		<u>-\$9,598.27</u>

Bureau of Elections

To:	Full Time Salaries	401-05-2002	\$6,160.95
	Part Time Salaries	401-05-2003	\$2,534.82
	Precinct Board/Judge	401-05-2030	\$21,735.00
	Medicare	401-05-2064	\$100.00
	Group Insurance	401-05-2065	\$173.55
	Retiree Health Care	401-05-2184	\$107.00
	Rental/Polling Places	401-05-2227	\$1,520.00
			<u>\$32,331.32</u>

From:	Rental Of Equipment	401-05-2013	-\$21,000.00
	Printing/Publishing	401-A2-2008	-\$200.00
	Mileage & Per Diem	401-A2-2010	-\$455.84
	Car Expense	401-A2-2011	-\$200.00
	Supplies	401-A2-2056	-\$911.18
	PERA	401-A2-2063	-\$1,333.75
	Medicare	401-A2-2064	-\$1,580.36
	Group Insurance	401-A2-2065	-\$616.88
	Professional Services	401-A2-2100	-\$706.05
	Telephone	401-A2-2005	-\$893.92
	Office Rental	401-01-2102	-\$4,433.34
			<u>-\$32,331.32</u>

County Assessor

To:	Elected Officials Salaries	401-06-2001	\$2,202.50
	Telephone	401-06-2007	\$68.12
	Car Expense	401-06-2011	\$1,311.07
	Supplies	401-06-2056	\$1,503.12
	Training	401-06-2177	\$980.00
			<u>\$6,064.81</u>

From:	Full Time Salaries	401-06-2002	-\$6,064.81
			<u>-\$6,064.81</u>

County Treasurer

Elected Official Salries	401-07-2001	\$2,202.50
Full Time Salaries	401-07-2002	\$4,640.42
Supplies	401-07-2056	\$1,457.87
Training	401-07-2177	\$74.70
Retiree Health	401-07-2184	\$133.73
Registration Fees	401-07-2197	\$200.00
		<u>\$8,709.22</u>

From:	Part Time Salaries	401-07-2003	- \$8,709.22
			<u>- \$8,709.22</u>

Law Enforcement

To:	Elected Officials Salaries	401-08-2001	\$2,296.25
	Overtime Salaries	401-08-2005	\$6,881.56
	Medicare	401-08-2064	\$3,696.09
			<u>\$12,873.90</u>

From:	Workers Compensation	401-08-2066	- \$12,664.20
	Full Time Salaries	401-08-2002	- \$209.70
			<u>- \$12,664.20</u>

Animal Control

To:	Full Time Salaries	401-09-2002	\$6,825.63
	Temporary Salaries	401-09-2004	\$708.00
	Overtime Salaries	401-09-2005	\$8,257.90
	Printing & Publishing	401-09-2008	\$304.24
	Supplies	401-09-2056	\$2,440.85
	Medicare	401-09-2064	\$100.00
	Professional Services	401-09-2100	\$23,292.30
	Retiree Health Care	401-09-2184	\$337.00
			<u>\$42,265.92</u>

From:	Postage	401-09-2006	- \$400.00
	Utilities	401-09-2025	- \$9,655.00
	Group Insurance	401-09-2065	- \$2,400.00
	Safety Equipment	401-09-2171	- \$1,479.88
	Training	401-09-2177	- \$5,823.00
	Full Time Salaries	401-06-2002	- \$3,115.43
	PERA	401-08-2063	- \$19,392.61
			<u>- \$42,265.92</u>

Building Inspector

To:	Telephone	401-10-2007	\$302.96
	Professional Services	401-10-2100	\$3.00
			<u>\$305.96</u>

From:	Full Time Salaries	401-06-2002	- \$305.96
			<u>- \$305.96</u>

Probate Judge

To:	Elected Officials Salaries	401-13-2001	\$770.15
	Supplies	401-13-2056	\$996.32
	PERA	401-13-2063	\$93.75
	Group Insurance	401-13-2065	\$25.00

			<u>\$1,885.22</u>
From:	Mileage & Per Diem	401-13-2010	-\$500.00
	Training	401-13-2177	-\$500.00
	Medicare	401-06-2064	-\$754.17
	Professional Services	401-06-2100	-\$131.05
			<u>-\$1,885.22</u>

foramtion Technology

To:	Full Time Salaries	401-15-2002	\$1,417.54
	Telephone	401-15-2007	\$17,199.44
	Mileage &Per Diem	401-15-2010	\$499.11
	Lease Purchase	401-15-2029	\$16,966.23
	Supplies	401-15-2056	\$3,191.70
	Equipment	401-15-2058	\$93,525.13
	PERA	401-15-2063	\$112.00
	Group Insurance	401-15-2065	\$110.00
	Computer Software	401-15-2131	\$2,566.51
	Retiree Health Care	401-15-2184	\$226.40
			<u>\$135,814.06</u>

From:	Postage	401-15-2006	-\$100.97
	Printing and Publishing	401-15-2008	-\$500.00
	Equip Maint & Repair	401-15-2012	-\$3,267.74
	Rental of Equipment	401-15-2013	-\$4,000.00
	Membership Dues	401-15-2052	-\$150.05
	Workers Comp	401-15-2066	-\$481.60
	Communications	401-15-2081	-\$861.33
	Professional Services	401-15-2100	-\$12,000.00
	Full Time Salaries	401-A2-2002	-\$5,064.37
	Professional Services	401-A2-2100	-\$918.86
	Retiree Health	401-A2-2184	-\$884.50
	Full Time Salaries	401-A3-2002	-\$24,824.72
	Postage	401-A3-2006	-\$1,646.84
	Full Time Salaries	401-06-2002	-\$37,585.01
	Full Time Salaries	401-08-2002	-\$43,528.07
			<u>-\$135,814.06</u>

Code Enforcement

To:	Utilities	401-16-2025	\$42.48
	Workers Compensation	401-16-2066	\$36.50
			<u>\$78.98</u>

From:	Uniforms	401-16-2127	-\$78.98
			<u>-\$78.98</u>

Emergency Services

To:	Full Time Salaries	401-17-2002	\$25,469.29
	Workers Compensation	401-17-2066	\$18.20
	Professional Services	401-17-2100	\$11.55
			<u>\$25,499.04</u>

From:	PERA	401-17-2063	-\$2,760.00
	Medicare	401-17-2064	-\$300.44
	Group Insurance	401-17-2065	-\$1,582.04
	Retiree Health	401-17-2184	-\$536.75
	Full Time Salaries	401-08-2002	-\$20,319.81
			<u>-\$25,499.04</u>

Public Works

Operational

To:	Car Expense	402-20-2011	\$52,701.49
	Utilities	402-20-2025	\$746.00
	Multi-Line Insurance Pool	402-20-2073	\$11,548.00
			<u>\$64,995.49</u>

From:	Full Time Salaries	402-20-2002	-\$4,659.00
	Overtime Salaries	402-20-2005	-\$1,619.06
	Postage	402-20-2006	-\$464.77
	Telephone	402-20-2007	-\$5,507.85
	Printing & Publishing	402-20-2008	-\$995.90
	Mileage & Per Diem	402-20-2010	-\$1,446.20
	Equip Maint & Repair	402-20-2012	-\$10,816.66
	Rental of Equip	402-20-2013	-\$1,339.50
	PERA	402-20-2063	-\$13,071.20
	Medicare	402-20-2064	-\$1,639.72
	Group Insurance	402-20-2065	-\$16,536.00
	Professional Services	402-20-2100	-\$214.91
	Uniforms	402-20-2127	-\$1,121.94
	Safety Equipment	402-20-2171	-\$2,248.08
	Training	402-20-2177	-\$1,410.00
	Retiree Health	402-20-2184	-\$945.58
	Full Time Salaries	402-91-2002	-\$959.12
			<u>-\$64,995.49</u>

Fleet Maintenance

To:	Supplies	402-91-2056	\$2,538.16
			<u>\$2,538.16</u>

From:	Overtime Salaries	402-91-2005	-\$1,000.00
	Mileage & Per Diem	402-91-2010	-\$500.00
	PERA	402-91-2063	-\$1,038.16
			<u>-\$2,538.16</u>

Planning & Zoning

To:	Full Time Salaries	402-98-2002	\$5,610.41
	Telephone	402-98-2007	\$64.85
	Lease Purchase	402-98-2029	\$315.00
	PERA	402-98-2063	\$646.16
	Group Insurance	402-98-2065	\$5.00
	Workers Compensation	402-98-2066	\$3.80
	Computer Software	402-98-2131	\$395.00
	Retiree Health Care	402-98-2184	\$57.00
			<hr/> \$7,097.22

From:	Postage	402-98-2006	-\$3,000.00
	Printing & Publishing	402-98-2008	-\$1,000.00
	Mileage & Per Diem	402-98-2010	-\$500.00
	Car Expense	402-98-2010	-\$274.00
	Membership Dues	402-98-2052	-\$425.00
	Supplies	402-98-2056	-\$1,134.54
	Professional Services	402-98-2100	-\$189.19
	Full Time Salaries	402-91-2002	-\$574.49
			<hr/> -\$7,097.22

Buildings and Parks

To:	Repairs to Buuilding	402-99-2023	\$2,977.30
	Utilities	402-99-2025	\$3,612.89
			<hr/> \$6,590.19

From:	Full Time Salaries	402-99-2002	-\$3,427.29
	Ground Maint & Improv	402-99-2024	-\$3,162.90
			<hr/> -\$6,590.19

Juvenile Detentions

To:	JPA-Juvenile Detentions	408-68-2148	\$50,237.77
			<hr/> \$50,237.77

From:	Full Time Salaries	408-68-2002	-\$22,500.00
	Supplies	408-68-2056	-\$6,538.49
	Professional Services	408-68-2100	-\$20,555.00
	Training	408-68-2177	-\$644.28
			<hr/> -\$50,237.77

Fire Protection

Emergency Services

To:	Telephone	416-17-2007	\$1,315.09
	Office Supplies	416-17-2009	\$346.01
	Car Expense	416-17-2011	\$1,091.11
	Utilities	416-17-2025	\$1,077.14
	Multi-Line Insurnce Pool	416-17-2073	\$1,087.00
			<hr/> \$4,916.35

From:	Printing and Publishing	416-17-2008	-\$143.89
	Mileage & Per Diem	416-17-2010	-\$528.48
	Lease Purchase	416-17-2029	-\$210.00
	Membership Dues	416-17-2052	-\$125.00
	Equip Maint & Repair	416-17-2012	-\$3,908.98
			<u>-\$4,916.35</u>

	Los Chavez		
To:	Telephone	416-26-2007	\$583.42
	Car Expense	416-26-2011	\$639.45
	Utilities	416-26-2025	\$3,300.00
	Supplies	416-26-2056	\$355.91
	Workers Compensation	416-26-2066	\$5,574.00
	Multi-Line Insurance	416-26-2073	\$1,414.00
			<u>\$11,866.78</u>

From:	Equip Maint & Repair	416-26-2012	-\$4,125.72
	Equipment	416-26-2058	-\$7,741.06
			<u>-\$11,866.78</u>

	ales/Pueblitos/Bosque		
To:	Telephone	416-27-2007	\$542.83
	Car Expense	416-27-2011	\$4,701.02
	Multi-Line Insurance	416-27-2073	\$1,667.00
			<u>\$6,910.85</u>

From:	Equipment	416-27-2058	-\$5,780.02
	Supplies	416-27-2056	-\$1,130.83
			<u>-\$6,910.85</u>

	Rio Grande		
To:	Telephone	416-28-2007	\$149.07
	Equip Maint & Repair	416-28-2012	\$7,685.94
	Utilities	416-28-2025	\$1,845.42
	Equipment	416-28-2058	\$14,159.63
	Workers Compensation	416-28-2066	\$5,068.00
	Multi-Line Insurance	416-28-2073	\$1,604.00
	Training	416-28-2177	\$1,316.70
			<u>\$31,828.76</u>

From:	Mileage & Per Diem	416-28-2010	-\$2,587.34
	Ground Maint & Improv.	416-28-2024	-\$3,000.00
	Capital Outlay	416-28-2028	-\$20,700.00
	Supplies	416-28-2056	-\$60.18
	Beginning Fund Balance	416-28-1000	-\$5,481.24
			<u>-\$31,828.76</u>

Tome/Adelino			
To:	Printing and Publishing	416-29-2008	\$94.67
	Car Expense	416-29-2011	\$1,807.26
	Ground Maint & Improv.	416-29-2024	\$1,259.45
	Multi-Line Insurance	416-29-2073	\$1,857.00
			<u>\$5,018.38</u>
From:	Lease Purchase	416-29-2029	<u>-\$5,018.38</u>
			-\$5,018.38

Meadowlake			
To:	Car Expense	416-30-2011	\$198.92
	Lease Purchase	416-30-2029	\$2.30
	Multi-Line Insurance	416-30-2073	\$1,314.00
	Safety Equipment	416-30-2171	\$274.98
			<u>\$1,790.20</u>
From:	Lease Purchase	416-30-2029	<u>-\$1,790.20</u>
			-\$1,790.20

Valencia/El Cerro			
To:	Multi Line Insurance	416-32-2073	\$1,341.00
			<u>\$1,341.00</u>
From:	Repairs to Building	416-32-2023	<u>-\$1,341.00</u>
			-\$1,341.00

Manzano Vista			
To:	Mileage & Per Diem	416-57-2010	\$472.00
	Repairs to Building	416-57-2023	\$996.17
	Equipment	416-57-2058	\$3,023.46
	Workers Compensation	416-57-2066	\$4,393.00
			<u>\$8,884.63</u>
From:	Equip Maint & Repair	416-57-2012	-\$4,236.35
	Supplies	416-57-2056	<u>-\$4,648.28</u>
			-\$8,884.63

Highland Meadows			
To:	Utilities	416-61-2025	\$414.77
	Lease Purchase	416-61-2029	\$39.20
	Equipment	416-61-2058	\$11,689.86
	Multi-Line Insurance	416-61-2073	\$1,540.00
			<u>\$13,683.83</u>
From:	Capital Outlay	416-61-2028	-\$13,683.83

-\$13,683.83

EMS

Emergency Services

To:	Supplies	417-17-2056	<u>\$2,755.02</u>
			\$2,755.02

From:	Equip Maint & Repair	417-17-2012	-\$912.00
	Equipment	417-17-2058	-\$1,813.00
	Training	417-17-2177	<u>-\$30.02</u>
			-\$2,755.02

Los Chavez

To:	Supplies	417-26-2056	<u>\$3,178.00</u>
			\$3,178.00

From:	Car Expense	417-26-2011	-\$1,867.61
	Equipment	417-26-2058	-\$400.00
	Professional Services	417-26-2100	-\$175.00
	Training	417-26-2177	<u>-\$735.39</u>
			-\$3,178.00

les/Pueblitos/Bosque

To:	Supplies	417-27-2056	<u>\$5,031.52</u>
			\$5,031.52

From:	Equipment	417-27-2058	<u>-\$5,031.52</u>
			-\$5,031.52

Rio Grande

To:	Equipment	417-28-2058	\$1,531.88
	Training	417-28-2177	<u>\$98.90</u>
			\$1,630.78

From:	Equip Maint & Repair	417-28-2012	-\$1,000.00
	Supplies	417-28-2056	<u>-\$630.78</u>
			-\$1,630.78

Tome/Adelino

To:	Equipment	417-29-2058	<u>\$4,072.94</u>
			\$4,072.94

From:	Car Expense	417-29-2011	-\$1,000.00
	Supplies	417-29-2056	-\$1,296.40
	Professional Services	417-29-2100	-\$423.00
	Training	417-29-2177	<u>-\$265.00</u>

-\$2,984.40

To:	Meadowlake		
	Supplies	417-30-2056	\$1,455.10
			<hr/> \$1,455.10

From	Car Expense	417-30-2011	-\$823.48
	Equip Maint & Repair	417-30-2012	-\$320.04
	Professional Services	417-30-2100	-\$175.00
	Beginning Fund Balance	417-30-1000	-\$136.58
			<hr/> -\$1,455.10

To:	Valencia El Cerro		
	Equipment	417-32-2058	\$4,037.00
			<hr/> \$4,037.00

From:	Car Expense	417-32-2011	-\$1,538.04
	Equip Maint & Repair	417-32-2012	-\$1,786.34
	Professional Services	417-32-2100	-\$175.00
	Training	417-32-2177	-\$433.80
	Beginning Fund Balance	417-32-1000	-\$103.82
			<hr/> -\$4,037.00

To:	Manzano Vista		
	Supplies	417-57-2056	\$1,000.00
			<hr/> \$1,000.00

From:	Professional Services	417-57-2100	-\$200.00
	Training	417-57-2177	-\$800.00
			<hr/> -\$1,000.00

Valuation Maintenance
Valuation

To:	Office Supplies	420-33-2009	\$330.00
	Equip Maint & Repair	420-33-2012	\$2,963.42
	Supplies	420-33-2056	\$676.71
	Multi-Line Insurance	420-33-2073	\$13,674.00
	Subscriptions	420-33-2193	\$1,507.95
	Retiree Health Care	420-33-2184	\$160.98
			<hr/> \$19,313.06

From:	Full Time Salaries	420-33-2002	-\$5,055.74
	Postage	420-33-2006	-\$4,000.00
	Telephone	420-33-2007	-\$1,122.50
	Printing and Publishing	420-33-2008	-\$6,000.00
	Car Expense	420-33-2011	-\$2,184.21
	Lease Purchase	420-33-2029	-\$950.61

-\$19,313.06

Valencia Co Adult Detention

Valencia Co Adult Detention

To:	Telephone	422-85-2007	\$1,513.56
	Car Expense	422-85-2011	\$2,245.48
	Equip Maint & Repair	422-85-2012	\$1,800.00
	Care of Inmates-Medical	422-85-2018	\$195,231.57
	Repairs to Building	422-85-2023	\$6,322.62
	Utilities	422-85-2025	\$1,908.61
	Supplies	422-85-2056	\$28,685.56
	Equipment	422-85-2058	\$3,997.40
	Uniforms	422-85-2127	\$1,491.65
	Housing of Prisoners	422-85-2157	\$13,608.00
			<hr/> \$256,804.45

From:	Professional Services	422-85-2100	-\$48,443.75
	Commissary	422-85-2071	-\$70,000.00
	Liability	422-85-2068	-\$111,875.86
	Group Insurance	422-85-2065	-\$28,484.84
			<hr/> -\$258,804.45

County Fire Protection

County Fire Services

To:	Lease Purchase	423-A5-2029	\$33,696.64
	Professional Services	423-A5-2100	\$1,085.85
	Training	423-A5-2177	\$112.40
			<hr/> \$34,894.89

From:	Equip Maint & Repair	423-A5-2012	-\$19,753.26
	Equipment	423-A5-2058	-\$15,141.63
			<hr/> -\$34,894.89

Los Chavez

To:	Capital Outlay	423-26-2028	\$25,000.00
	Training	423-26-2177	\$2,699.55
	Disbursements	423-26-3000	\$36,958.48
			<hr/> \$64,658.03

From:	Equip Maint & Repair	423-26-2012	-\$2,699.55
	Loan Receipts	423-00-1081	-\$25,000.00
	Fund Cash Account	426-00-0015	-\$36,958.48
			<hr/> -\$64,658.03

Los Angeles/Pueblitos/Bosque

To:	Lease Purchase	423-27-2029	\$142,368.61
	Training	423-27-2177	\$723.00

			<u>\$143,091.61</u>
From:	Capital Outlay	423-27-2028	-\$43,065.61
	Fund Cash Account	423-27-0015	<u>-\$100,026.00</u>
			-\$143,091.61
Rio Grande			
To:	Mileage & Per Diem	423-28-2010	\$534.61
	Equipment	423-28-2058	\$2,986.65
	Uniforms	423-28-2127	<u>\$719.10</u>
			\$4,240.36
From:	Car Expense	423-28-2011	-\$2,000.00
	Equipment Maint & Repair	423-28-2012	-\$841.14
	Supplies	423-28-2056	-\$476.00
	Professional Services	423-28-2100	-\$200.00
	Safety Equipment	423-28-2171	-\$268.69
			<u>-\$454.53</u>
			-\$4,240.36
Tome/Adelino			
To:	Capital Outlay	423-29-2028	<u>\$1,034.76</u>
			\$1,034.76
From:	Supplies	423-2-2056	<u>-\$1,034.76</u>
			-\$1,034.76
Meadowlake			
To:	Car Expense	423-30-2011	\$654.23
	Equip Maint & Repair	423-30-2012	\$507.27
	Professional Services	423-30-2100	\$1,999.70
	Uniforms	423-30-2127	\$973.55
	Safety Equipment	423-30-2171	<u>\$1,277.00</u>
			-\$5,411.75
From:	Supplies	423-30-2056	-\$1,379.67
	Equipment	423-30-2058	-\$1,173.13
			<u>-\$2,858.95</u>
			-\$5,411.75
Manzano Vista			
To:	Equipment	423-57-2058	\$3,591.16
	Uniforms	423-57-2127	<u>\$368.67</u>
			\$3,959.83
From:	Mileage & Per Diem	423-57-2010	-\$1,000.00
	Supplies	423-57-2056	-\$2,959.83

-\$3,959.83

Highland Meadows

To:	Car Expense	423-61-2011	\$2,774.80
	Repairs to Building	423-61-2023	\$2,759.53
			<hr/> \$5,534.33

From:	Equipment	423-61-2058	-\$5,534.33
			<hr/> -\$5,534.33

EMS GRT

EMS

To:	Part Time Salries	426-52-2003	\$14,608.95
	Temporary Salries	426-52-2004	\$96.00
	Medicare	426-52-2064	\$359.21
	Group Insurance	426-52-2065	\$11,806.60
	Professional Services	426-52-2100	\$150.00
	Uniforms	426-52-2127	\$14,716.37
	Training	426-52-2177	\$957.20
			<hr/> \$42,694.33

From:	Full Time Salaries	426-52-2002	-\$20,040.20
	Car Expense	426-52-2011	-\$5,000.00
	Equip Maint & Repair	426-52-2012	-\$4,753.39
	Equipment	426-52-2058	-\$3,129.65
	PERA	426-52-2063	-\$6,671.65
	Workers Compensation	426-52-2066	-\$3,099.44
			<hr/> -\$42,694.33

County Indigent

Indigent

To:	Full Time Salaries	435-36-2002	\$1,405.04
	Office Supplies	435-36-2009	\$275.07
	Equipment	435-36-2058	\$160.00
	PERA	435-36-2063	\$181.77
	Group Insurance	435-36-2065	\$153.00
	Multi-Line Insurance	435-36-2073	\$844.00
	Retiree Health Care	435-36-2184	\$100.53
			<hr/> \$3,119.41

From:	Overtime	435-36-2005	-\$3,119.41
			<hr/> -\$3,119.41

Environmental/Solid Waste

Solid Waste

To:	Telephone	446-39-2007	\$214.30
	Printing & Publishing	446-39-2008	\$500.56

Car Expense	446-39-2011	\$2,470.91
Equip Maint & Repair	446-39-2012	\$470.18
Rental of Equipment	446-39-2013	\$11,653.17
Supplies	446-39-2056	\$190.33
Group Insurance	446-39-2065	\$880.81
Multi-Line Insurance	446-39-2073	\$2,893.00
Training	446-39-2177	\$145.00
Retiree Health Care	446-39-2184	\$102.91
Registration Fees	446-39-2197	\$150.00
		<u>\$19,671.17</u>

Workers Compensation	446-39-2065	-\$2,926.91
Professional Services	446-39-2100	-\$16,744.26
		<u>-\$19,671.17</u>

Clerks Equip & Recording

Clerks Equip & Recording

To:	Equip Maint & Repair	449-41-2012	\$368.43
			<u>\$368.43</u>

From:	Postage	449-41-2006	-\$368.43
			<u>-\$368.43</u>

Sheriffs Dept GRT

Sheriffs GRT

To:	Overtime Salaries	462-65-2005	\$31,644.62
	Telephone	462-65-2007	\$2,448.03
	Printing & Publishing	462-65-2008	\$213.98
	Equip Maint & Repair	462-65-2012	\$28,754.47
	Lease Purchase	462-65-2029	\$733.32
	Transportation & Extradition	462-65-2037	\$1,958.73
	Supplies	462-65-2056	\$4,256.62
	Equipment	462-65-2058	\$440.47
	Professional Services	462-65-2100	\$22,605.29
	Safety Equipment	462-65-2171	\$313.60
	Training	462-65-2177	\$1,226.00
			<u>\$94,595.13</u>

From:	Full Time Salaries	462-65-2002	-\$22,625.63
	Capital Outlay	462-65-2028	-\$21,175.00
	PERA	462-65-2063	-\$47,679.25
	Group Insurance	462-65-2065	-\$3,115.25
			<u>-\$94,595.13</u>

Road Dept GRT

Road GRT

To:	Capital Outlay	463-63-2028	<u>\$23,313.67</u>
			\$23,313.67

From:	Beginning Cash Balance	463-63-1000	<u>-\$23,313.67</u>
			-\$23,313.67

Multi Activity
Belen Activity

Supplies	480-47-2056	916.37
Professional Services	480-47-2100	<u>1000</u>
		1916.37

From:	Belen Receipts	480-47-1014	<u>-1916.37</u>
			-1916.37

Del Rio Activity

To:	Supplies	480-46-2056	<u>100</u>
			100

From:	Belen Receipts	480-487-1014	<u>-100</u>
			-100