



April 2, 2014
5:00 P.M. Business Meeting
Valencia County Commission
Chambers
444 Luna Avenue
Los Lunas, NM 87031

Board of County Commissioners
Charles D. Eaton, Chair District IV
Alicia Aguilar, Vice-Chair District II
Mary Andersen District I
Lawrence R. Romero District III
Jhonathan Aragon District V

Please Silence all Electronic Devices

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

March 19, 2014.....Special Public Hearing

Two handwritten signatures in black ink, likely of the County Commissioners, are visible to the right of the agenda items.

PRESENTATION(S)

- 5) Proclamation YDI recognizing April as "Child Abuse Prevention Month". *Tasa Stromei/Jeff Condrey*
- 6) District Attorney's Office Lease Proposal. *Nino Trujillo/Commission Vice-Chair Allcia Aguilar*
- 7) Update on Valencia County Dispatch Center. *Shirley Valdez*
- 8) Update on Sheriff's Department.

DISCUSSION (Non-Action Item(s))

- 9) Commissioners, Committees and Reports.

ACTION ITEM(S)

- 10) Consideration of Approval of Amendment #1 to Agreement No. 14-690-16387. *Cynthia Ferrari/Joe Chavez*
This contract will provide the Valencia County Juvenile Justice Board additional funding to implement a Smart Girl program, reinstate the ScOutreach Program, provide services to more Valencia County youth, and fund other needs of the board.
- 11) Consideration of Approval of Boys and Girls Club Contract- April 1, 2014 to June 30, 2014. *Cynthia Ferrari/Joe Chavez*
This contract will allow the Boy and Girls Club to implement a Smart Girls group in Valencia County for the last quarter of FY-14
- 12) Consideration of Approval of ScOutreach Contract- April 1, 2014 to June 30, 2014. *Cynthia Ferrari/Joe Chavez*
This contract will allow the Boy Scouts ScOutreach program to re-instate youth services to Valencia County for the last quarter of FY-14
- 13) Consideration to Award Contract; "Inmate Telephone Services"; RFP #VCB-FY14-011, Revision 1 as Amended.
Michael Vinyard
This contract is for telephone services at the Valencia County Detention Center.
- 14) Consideration of Appointment of Roadviewers to Evaluate the Vacation of Designated Public Road on Plat Showing Abandoned Road to Land of Lands of Jose D. Cordova and Valencia County Flour Mill, Ltd. *Jose D. Cordova/Kelly Bouska*
This request is for the appointment of three freeholders of the County as Road Viewers to evaluate the vacation of said road.
- 15) Consideration of Appointment of Roadviewers to Evaluate the Vacation of Designated Public Road in front of Lake View Acres, Lot 23 (Physical Address: 24 Orange Blossom St., Los Lunas) *Gilbert & Carole Row/Kelly Bouska*

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.

This request is for the appointment of three freeholders of the County as Road Viewers to evaluate the vacation of said road.

- 16) Consideration of Appointment of Roadviewers to Evaluate the Vacation of Designated Public Road on Plat of Lot 8-A, Block 27, Rio Del Oro Unit 56. **Ken Maestas/Kelly Bouska**
This vacant property is approximately 0.18 mi south east, and 0.04 mi north of La Entrada and S Rio Del Oro Loop.
This request is for the appointment of three freeholders of the County as Road Viewers to evaluate the vacation of said road.
- 17) Consideration of Approval to Enter into Contract with Axiom CPAs and Business Advisors for FY14 Audit. **Nick Telles**
This request is to approve entering into year three of an annual independent audit contract for FY14.
- 18) Consideration of Department of Finance and Administration Grant Agreement #13-1804 for Purchase of Emergency Generator for the Meadow Lake Fire Department. **Nick Telles**
- 19) Consideration of Department of Finance and Administration Grant Agreement #13-1805 for Purchase of Emergency Generator for the Manzano Vista Fire Department. **Nick Telles**
- 20) Consideration of Department of Finance and Administration Grant Agreement #13-1806 for Purchase of Sheriff Patrol Vehicles. **Nick Telles**
- 21) Consideration of Department of Finance and Administration Grant Agreement #13-1809 for Animal Control Shelter Improvements. **Nick Telles**

FINANCIAL MATTERS

- 22) Approval of Accounts Payable and Payroll disbursements. **Nick Telles**

PUBLIC COMMENT

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

EXECUTIVE SESSION:

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

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

ACTION ITEM(S):

NEXT COMMISSION MEETING

-April 9, 2014- 5:00 P.M.-Public Hearing
Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

ADJOURN

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VALENCIA COUNTY BOARD OF COMMISSIONERS

PUBLIC HEARING MEETING

MARCH 19, 2014

PRESENT	ABSENT
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
Lawrence R. Romero, Member	
Jhonathan Aragon, Member	
	Mary J. Andersen, Member
Jeff Condrey, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Peggy Carabajal, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Eaton at 5:03 P.M.

2) Mr. Nance led the Pledge of Allegiance.

A moment of silence was held for the passengers and families of the missing Malaysian airliner.

3) Approval of Agenda

Commissioner Aguilar moved for approval. Seconded by Commissioner Aragon. Motion carried unanimously.

County Clerk Peggy Carabajal administered the oath to those members of the audience wishing to give testimony at tonight's meeting.

PUBLIC HEARING ITEM(S):

4) Consideration of request for a Zone Change from Rural Residential-2 (RR-2) to Community Commercial (C-2):

Applicant: Joseph E. Padilla

Purpose: Automotive Repair Garage

Location: 34 Maestas Rd.

Legal Description: T5N, R2E, Section 20, Map 102, N.M.P.M.; Land of Robert L. Sanchez Tract 106A; Zoned RR-2; Filed in Book 12 Page 183 of the office of the Valencia County Clerk; Also known as 34 Maestas Rd., Belen NM 87002.

Mr. Martinez- Mr. Padilla is requesting a zone change in order to establish an automotive repair garage. The property is currently zoned RR-2, other properties surrounding the subject are zoned RR-2 and AP. Mr. Padilla had come in for a business license and after due diligence Planning and Zoning found that he was under an RR-2 zone. It was discussed that since the structure has been there for quite some that Mr. Padilla might try for a non-conforming use. Mr. Padilla was unable to prove that it was in existence for over 10 years, and since he could not prove the non-conforming use we decided to come in for a quasi-judicial zone change. The Planning and Zoning board heard the request in a public meeting on January 22, 2014 and after hearing testimony the Planning and Zoning board voted 4-0 to recommend approval of the zone change. The Planning and Zoning board felt that the proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive plan which include Regional Infrastructure Goal J and Economic Development Goal P. Also after reviewing the Assessor's records the owner has been paying commercial property taxes since 2004 on the subject property. The Planning and Zoning board did add a condition of times regarding the operation of the business, it can open no earlier than 8:00 am and operate no later than 6:00 pm. Code Enforcement had gotten some complaints about this property from some neighbors who opposed this at the Planning and Zoning hearing, they said that there was a lot of loud sounds but there was no substantial evidence that it was coming from this business.

Commissioner Aragon- Are there any other businesses on this road?

Mr. Martinez- There was some testimony that there were some businesses in that area, we did find that AC Disposal does park some trucks on property that they own out there;

Minutes of March 19, 2014 Public Hearing Meeting

however there has been no business license established for that site by AC Disposal and their zone is an RR-2 zone.

Mr. Padilla- I protect the property and keep it clean, I have owned it for 5 years.

Chairman Eaton- Do you own the auto place.

Mr. Padilla- No a friend of mine, Danny Brooks is the mechanic he has been there 4 years. Ruben Baca who sold me the property his son used to have a shop out there at one time.

Chairman Eaton- I can remember way back when it was Joseph's cabinet shop, so it's been my recollection that there has been business operations there for a number of years.

Commissioner Aguilar- I am very familiar with that area, in going back I do remember the cabinet shop and the property across the street where they used to do horse training and even in front of Maestas Rd. and Jarales Rd you have a grocery store. There are little businesses throughout that community.

Commissioner Romero- I live close to your business, I am familiar with your area and you have always kept it very clean.

Commissioner Aragon- I don't know your area very well but I did drive by and see it. The place is very clean and very well kept up.

Chairman Eaton stated that a decision will be made on the zone change at the commission meeting to be held on February 26, 2014.

PUBLIC COMMENT:

Jim Crawford- I just wanted to remind you of a quote on your last decision in regards to spot zoning. Here we are again entertaining an idea for a spot zoning request, personally I don't have any objection but if the policy is going to be not to spot zone then you need to be consistent.

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on March 26, 2014 at 1:00 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

5) Adjournment

Commissioner Aragon moved for adjournment. Seconded by Commissioner Aguilar. Motion carried unanimously. TIME: 5:25 P.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the March 19, 2014 Public Hearing (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

CHARLES EATON, CHAIRMAN

ALICIA AGUILAR, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

JHONATHAN ARAGON, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

PEGGY CARABAJAL, COUNTY CLERK

DATE



**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Jeff Condrey, County Manager

Individual Making Request: Tasa Stromei

Presentation at Meeting on: April 2, 2014

Date Submitted: March 13, 2014

Title of Request: Consideration of Proclamation recognizing April as Child Abuse Prevention Month

Action Requested of Commission: Complete the Proclamation to recognize April as Child abuse prevention month in Valencia County. Children Youth and Families Department and YDI will do a short presentation for the commission about the current status of Valencia County regarding child abuse awareness.

Information Background and Rationale: To recognize April as Child Abuse Awareness Month and to complete the Proclamation.

What is the Financial Impact of this Request. None

Legal:

The Board of County Commissioners has the discretion issue proclamations in recognition of issues that are important to welfare of the County's citizens. *(Adren Nance)*

Finance:

There is no financial impact associated with this request. *(Nick Telles)*



**PROCLAMATION
IN RECOGNITION OF CHILD ABUSE PREVENTION MONTH**

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and,

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and,

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and,

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and,

WHEREAS, child abuse and neglect not only directly harm children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and,

WHEREAS, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and,

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and,

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of County Commissioners of Valencia County that April will be Child Abuse Prevention Month, and the Board calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the County.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA DOES HEREBY ISSUE THIS PROCLAMATION on this 2nd day of April, 2014, recognizing the month of April as Child Abuse Prevention Month, and calling upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the County.

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head:	Joe Chavez
Individual Making Request:	Cynthia Ferrari
Presentation at Meeting on:	April 2, 2014
Date Submitted:	March 17, 2014
Title of Request:	Approval of Amendment #1 to Agreement No. 14-690-16387

Action Requested of Commission:

Approval of Amendment to Agreement No. 14-690-16387 for funding through June 30, 2014 in the amount of \$30,000.00 with 4 originals signed.

Information Background and Rationale

This contract will provide the Valencia County Juvenile Justice Board additional funding to implement a Smart Girls Program, re-instate the ScOutreach Program, provide services to more Valencia County youth, and fund other needs of the board. Additional funding was requested from CYFD and approved to cover the cost of the stated programs and was awarded per this contract amendment.

What is the Financial Impact of this Request?

There is no financial impact to the county.

Legal:

This amendment will increase compensation for FY14 by \$30,000.00 for a new contractual total of \$150,000.00, will allow for additional clients to be served in Valencia County. It also incorporates the newly revised version of the CYFD Administrative and Fiscal Standards for records maintenance. Lastly it includes a provision regarding procurement code violation. The contract is acceptable if the new requirements can be complied with. (*Adren Nance*)

Finance:

This item will need a budget increase to revenues and expenditures in the juvenile detentions fund in the amount of \$30,000. This item will need DFA approval. (*Nick Telles*)

**AMENDMENT NUMBER ONE (1)
AGREEMENT**

This is the first Amendment to Agreement No. 14-690-16387 between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and **Valencia County**, a government entity, hereinafter referred to as the "Contractor."

PURPOSE OF AMENDMENT

1. **Revise Attachment 2-Budget** to increase compensation for FY14 by \$30,000.00 for a new contractual total of \$150,000.00.
2. **Revise Attachment 1 – Statement of Work** specifically to add paragraph Q in the Activities section for this amendment to allow for additional clients to be served in Valencia County.
3. **Revise Paragraph VIII – Maintenance of Records** to include the newly revised version of the CYFD Administrative and Fiscal Standards as incorporated herein as **Revised Attachment 3**.
4. **Include Contract Provision XXIV – Penalties for Violation of Law** to ensure Contract compliance of The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

CHANGES TO AGREEMENT

Effective upon approval by both parties, the Agreement is amended as follows:

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**First Revised Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred fifty thousand dollars (**\$150,000.00**). The annual budget is attached hereto as "**First Revised Attachment 2 - Budget**" and incorporated herein by reference.

VIII. Maintenance of Records

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 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. The Contractor agrees to comply with the requirements and regulations set forth in **Revised Attachment 3 – CYFD Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

XXIV. 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.

First Revised Attachment 1 – Scope of Work, First Revised Attachment 2 – Budget and Revised Attachment 3 – CYFD Administrative and Fiscal Standards are attached and incorporated into the Contract Amendment.

All remaining sections and exhibits in Contract No. 14-690-16387 shall remain in effect and are not altered by this Amendment.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency

Secretary or Designee, Agency

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

First Revised Attachment 1 – Statement of Work
Valencia County

Revised Attachment 1 – Statement of Work is amended specifically to add paragraph Q as follows:

Q. Amendment One allows for an additional increase of clients to be served in Valencia County by 25%. Additional funds provided by this amendment are established in the First Revised Attachment 2 – Budget.

All remaining sections of the Statement of Work in Contract No. 14-690-16387 shall remain in effect and are not altered by this Amendment.

First Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
<u>Contractual/Professional Services:</u>	
Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 29,300.00
	Addendum:
Additional Professional Services:	\$ 30,000.00
<u>Other:</u>	
Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 2,713.00
Training	\$ 4,287.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00
Total	\$150,000.00

Total amount of this contract shall not exceed \$150,000.00, including gross receipts tax.

The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the Program Manager.

Funding Source:
General Funds

REVISED ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

REVISED – September 3, 2013

Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers

or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

- 5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

- 1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
- 2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

Insurance

- 1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:

- a. Handling of cash/checks;
- b. Handling of voided checks;
- c. Authorized check signatures;
- d. Bank reconciliations;
- e. Separation of duties;
- f. Accounting system;
- g. Travel;
- h. Cost allocation method;
- i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
 - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
 - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent

Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

- b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.
5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

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VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form



Department Head:	Joe Chavez
Individual Making Request:	Cynthia Ferrari
Presentation at Meeting on:	April 2, 2014
Date Submitted:	March 17, 2014
Title of Request:	Approval of Boys and Girls Club contract

Action Requested of Commission:

Approval of **Contract for Boys and Girls Club** for April 1, 2014 through June 30, 2014 in the amount of \$15,000.00 with 2 originals signed.

Information Background and Rationale

This contract will allow the Boy and Girls Club to implement a Smart Girls group in Valencia County for the last quarter of FY-14. These services will be part of the continuum of services provided through the Valencia County Juvenile Justice Board. Additional funding was requested from CYFD and approved to cover the cost of this contract.

What is the Financial Impact of this Request?

There is no financial impact to the county.

Legal:

The agreement provides that the Boys and Girls Club will perform professional services consisting of a "Smart Girls" group program by and on behalf of Juvenile Justice Board. The funds for this agreement will be provided to the County by the New Mexico Children Youth and Families Department. It is important to note that working with Ms. Ferrari legal has added a provision in Section 5 that, if the funds are not received by the County, the agreement will terminate and the County will have not have further obligation to proceed with the agreement. (Adren Nance)

Finance:

The finance department understands that this contract funding is part of Amendment #1 to Agreement No. 14-690-16387 in the amount of \$30,000. The \$30,000 revenue and expenditure adjustment incorporates the \$15,000 mentioned in this agreement. (Nick Telles)

VALENCIA COUNTY PROFESSIONAL SERVICES CONTRACT

Boys and Girls Club Services

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Boys & Girls Club of Valencia County, PO Box 1658, Belen, NM 87002 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, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed five thousand dollars and zero cents (\$5,000.00) monthly not to exceed fifteen thousand dollars and zero cents (\$15,000.00). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement shall not be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall not be reimbursable.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses and New Mexico gross receipts tax, shall not exceed fifteen thousand dollars (\$15,000.00) or the maximum allowable funding provided for by the grant, whichever is lesser, in any three (3) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 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).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. **Term.** This Agreement shall become effective April 1, 2014 and shall terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract 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 and/or CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners and/or CYFD, 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.

The 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. Order of Precedence.

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

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:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) 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:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) 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. Contractor's Payment of Property Taxes

Contractor acknowledges that County has established a policy of ensuring that all individuals and business that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination for Failure to Comply with County's Tax Reduction Policy

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. 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: Jeff Condrey, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor: Boy Scouts of America
5841 Office Blvd. NE
Albuquerque NM 87109

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

By: C. Jaramillo Date: 3/13/14
Contractor

Printed Name: Cristina Jaramillo
Address: PO Box 165B / Belen, nm 87002

By: _____ Date: _____
Valencia County Manager

Printed Name: Jeff Condrey
Address: P.O. Box 1119, Los Lunas, NM 87031

By: _____ Date: _____

Valencia County Purchasing Agent

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this ____ day of _____, 2014.

Charles D. Eaton
Chairman, District IV

Alicia Aguilar
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Jhonathan Aragon
Commissioner, District V

Attest:

Peggy Carabajal, County Clerk

Attachment 1 Scope of Work

1) Implement additional 'Character and Leadership Development' programs throughout all club sites

Programs in this core area empower youth to support and influence their Club and community, sustain meaningful relationships with others, develop a positive self-image and good character, participate in the democratic process, and respect their own and others' cultural identities.

Youth demonstrate an increase in positive character traits and civic engagement, while also making contributions to their community. Our vision is to inspire a generation of civically engaged youth who balance self-concern with the concern for others.

2) Implement additional 'Health and Life Skills' programming throughout all club sites

Programs in this core area develop young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and live successfully as self sufficient adults.

Youth demonstrate improved healthy habits and decision-making skills, and show a strong commitment to leading a healthier lifestyle. Our vision is to empower youth to make healthful choices.

Proposed programming

In order to meet the goals listed above, we propose funding be utilized to provide SMART Girls for our young girls.

SMART Girls is a small-group health, fitness prevention/education and self-esteem enhancement program designed to meet the developmental needs of girls. Through dynamic, age-appropriate (ages 8-12, and 13-17) sessions, highly engaging activities, field trips and mentoring opportunities with adult women, club girls explore their own and societal attitudes and values. The program emphasizes building skills for eating right, staying physically fit, getting good health care and developing positive relationships with peers and adults.

Specific Activities

The specific activities that will enable Boys & Girls Club of Valencia County to fulfill its program goals are:

- 1) Hire highly motivated, creative, and caring staff, experienced in providing youth development services
- 2) Provide staff with training in Boys & Girls Club national programming and curriculum
- 3) Provide mentoring opportunities, and offer programming within our five core areas
- 4) Implement 'SMART Girls' programs within Club sites

Staff will be responsible for providing SMART Girls programs.

Staff will also provide improved mentoring opportunities (such as Power Hour), daily learning activities, quality presentations, workshop/clinics, and special events that are consistent with the Boys & Girls Club mission and that support our five core areas (Education, Character, Healthy Lifestyles, Sports & Fitness, and the Arts).

Any funds we receive would be listed as a source to help leverage additional funding from OJP, United Way, and NMBGCA in upcoming applications.

\$5,000 Monthly Budget includes:

Program Director – Coordinate contract, order program materials, plan implementation, staffing, scheduling, manage deliverables, implement programming, supervise mentoring programs and activities, ensure program consistency, provide measurement and reporting data

\$2,000

Program Coordinator - Implement programming, supervise mentoring programs and activities, ensure program consistency, gather measurement and reporting data

\$1,000

Program Assistants x 3 (\$500/ea) – Assistant in providing 'SMART Girls' programming and mentoring activities in a group mentoring setting

\$1,500

Program Materials / Supplies – Curriculum and Supplies (workbooks, paper, etc) \$ 500

<u>Description</u>	<u>Amount</u>
---------------------------	----------------------

Contractual/Professional Services:

Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 29,300.00

Addendum: Additional Professional Services:	\$ 30,000.00
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Other:

Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 2,713.00
Training	\$ 4,287.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00

Total Amount of FY'14 Funds awarded to Valencia County

Juvenile Justice Board	\$150,000.00
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Total amount of this contract shall not exceed \$150,000.00, including gross receipts tax.

The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the Program Manager.

Funding Source:

General Funds

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head:	Joe Chavez
Individual Making Request:	Cynthia Ferrari
Presentation at Meeting on:	April 2, 2014
Date Submitted:	March 17, 2014
Title of Request:	Approval of ScOutreach contract

Action Requested of Commission:

Approval of **Contract for ScOutreach** for April 1, 2014 through June 30, 2014 in the amount of \$12,000.00 with 2 originals signed.

Information Background and Rationale

This contract will allow the Boy Scouts ScOutreach program to re-instate youth services to the Valencia County for the last quarter of FY-14. Services had ceased in 2013 because of lack of funding. Additional funding was requested from CYFD and approved to cover the cost of this contract.

What is the Financial Impact of this Request?

There is no financial impact to the county.

Legal:

The agreement provides that the Boy Scouts of America will perform professional services consisting of a "ScOutreach's program based on the general principles and guidelines of the Boy Scouts. ScOutreach will serve youth aged 12-16 who have been in minor trouble with the law and/or are having truancy issues, as referred by the juvenile probation authorities. This agreement is by and on behalf of Juvenile Justice Board. The funds for this agreement will be provided to the County by the New Mexico Children Youth and Families Department. It is important to note that working with Ms. Ferrari legal has added a provision in Section 5 that, if the funds are not received by the County, the agreement will terminate and the County will have not have further obligation to proceed with the agreement. (Adren Nance)

Finance:

The finance department understands that this contract funding is part of Amendment #1 to Agreement No. 14-690-16387 in the amount of \$30,000. The \$30,000 revenue and expenditure adjustment incorporates the \$12,000 mentioned in this agreement. (Nick Telles)

VALENCIA COUNTY PROFESSIONAL SERVICES CONTRACT

ScOutreach Services

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Boy Scouts of America whose address is 5841 Office Blvd. NE, Albuquerque NM 87109, 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, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed four thousand dollars and zero cents (\$4,000.00) monthly not to exceed twelve thousand dollars and zero cents (\$12,000.00). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement shall not be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall not be reimbursable.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses and New Mexico gross receipts tax, shall not exceed twelve thousand dollars (\$12,000.00) or the maximum allowable funding provided for by the grant, whichever is lesser, in any three (3) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 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).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. **Term.** This Agreement shall become effective April 1, 2014 and shall terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract 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 and/or CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners and/or CYFD, 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.

The 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. Order of Precedence.

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

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:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) 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:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) 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. Contractor's Payment of Property Taxes

Contractor acknowledges that County has established a policy of ensuring that all individuals and business that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination for Failure to Comply with County's Tax Reduction Policy

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

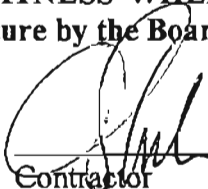
38. Notices.

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: Jeff Condrey, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor: Boy Scouts of America
5841 Office Blvd. NE
Albuquerque NM 87109

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: 3/14/14

Printed Name: Christopher W Shelky

Address: _____

GREAT SOUTHWEST COUNCIL
BOY SCOUTS OF AMERICA
5841 Office Blvd NE
Albuquerque, NM 87109
(505) 345-8603

By: _____
Valencia County Manager

Date: _____

Printed Name: Jeff Condrey

Address: P.O. Box 1119, Los Lunas, NM 87031

By: _____

Date: _____

Valencia County Purchasing Agent

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this ____ day of _____, 2014.

Charles D. Eaton
Chairman, District IV

Alicia Aguilar
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Jhonathan Aragon
Commissioner, District V

Attest:

Peggy Carabajal, County Clerk

Attachment 1 Scope of Work

ScOutreach 's programming is based on the general principles and guidelines of the Boy Scouts, which is a proven youth organization. ScOutreach will serve youth aged 12-16 who have been in minor trouble with the law and/or are having truancy issues, as referred by the juvenile probation authorities. Contractor will provide the youth classroom instruction on character-building topics and outdoor skills, utilizing outside entities and mentors whenever possible; each youth will be facilitated to complete 10.5 hours of this type. Contractor will also incorporate community service which allows the youth to experience other facets of life and to give back to their community, as each youth completes 20 hours to fulfill graduation requirements. ScOutreach will also provide parenting support, using the Parent Project, Inc. "Dealing With Destructive Teen Behavior" curriculum, concurrent with youth meetings. Contractor will collaborate with Juvenile Justice Board to be responsive to the needs of Valencia County in providing programming, gathering referrals and providing service within the community. Program Specialists will provide case management and local referrals.

Reporting Requirements: Contractor will provide monthly report in format requested by the Valencia County Juvenile Justice Board. Contractor will provide a monthly invoice by the 6th day of the following month being invoiced and a matching funds report for the same invoice period. These will be due by the 6th day after the previous month which is being invoiced. If the invoice and the reports are not provided within the 6 day period, the invoice will not be paid. The contractor shall also provide reports with narrative included in the format requested for each 6 month period and a final annual report. The 6 month reports are due on January 6, 2014 and July 6 2014. The annual report with narrative is due on July 6, 2014. If required reports are not submitted by due date, the monthly invoice submitted shall not be paid. The contractor shall also comply with all requests for information and data by dates specified. Should reporting requirements not be met, the contractor shall be put on probation. The executive board shall then review contractor for compliance. Continued non-compliance may result in loss of funding.

Attachment 2 – Budget

First Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
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Contractual/Professional Services:

Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 29,300.00

Addendum: Additional Professional Services:	\$ 30,000.00
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Other:

Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 2,713.00
Training	\$ 4,287.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00

Total Amount of FY'14 Funds awarded to Valencia County

Juvenile Justice Board	\$150,000.00
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Total amount of this contract shall not exceed \$150,000.00, including gross receipts tax.

The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget

Adjustment Request to the Program Manager.

Funding Source:
General Funds

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Michael Vinyard
Individual Making Request: Michael Vinyard
Presentation at Meeting on: April 02, 2014
Date Submitted: March 24, 2014
Title of Request: Award Contract; "Inmate Telephone Services"; RFP #VCB-FY14-011, Revision 1 as Amended

Action Requested of Commission: Presentation and discussion of contract with lowest priced bidder. Following that, award the contract to the lowest priced bidder.

Information Background and Rationale: By law, this contract must be awarded to the company that offers the lowest price to the inmate users of the inmate telephone system. By definition, this is the "Competitive Sealed Bid" process. Analysis and scoring of responses is not allowed as in the "Request for Proposals" process. A set of pass/fail specifications were established and of the bidders that pass all, the lowest price offered to the inmates wins. To assure a fair comparison, a scenario based on historical average monthly usage was provided and each bidder had to show their pricing and their bottom-line price for the hypothetical scenario. Those bottom-line prices were compared to determine the winner. The lowest priced bid was provided by [NAME HERE]. They have been notified of their tentative selection as the winner of the contract pending the approval of the contract by the BCC. The award of this contract will result in a change in contractors, newer equipment being provided to the Adult Detention Center and – based on the prices the tentative winner has proposed – lower prices to the inmates and their families. The contract with the current vendor ends on April 30, 2014. The tentative contract awardee is prepared to take over on May 1, 2014.

What is the Financial Impact of this Request? There is no cost associated with this contract. Per the contract the contractor is to pay the County a \$2,000 per month operational fee.

Legal:

Pursuant to NMSA 1978, Section 33-14-1 (2001), the County is statutorily required to award a contract to provide inmates with access to telecommunications services in the detention center to an entity that meets the detention center's technical and functional requirements for services, and that provides the lowest cost of service to inmates or any person who pays for inmate telecommunication services. *(Dave Pato)*

Finance:

Currently Valencia County receives \$1,600 to \$1,700 per month from telecom fees. This new contract should increase revenues to the county. *(Nick Telles)*

APPENDIX B

CONTRACT

VALENCIA COUNTY

CONTRACT #VCB-FY14-011

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and **SECURUS TECHNOLOGIES, INC.**, 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, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall provide the services outlined in **Attachment 2**. Such services shall be performed only upon receipt of a valid Purchase Order issued by the County.

2. **Operational Fee Payment to Valencia County.**

The Contractor shall pay Valencia County a monthly operational fee of ~~\$4,000.00~~ **\$2,000.00** for the right to provide and charge for inmate telephone services to the inmates of the Valencia County Adult Detention Center.

3. **Term.**

This Agreement shall become effective on the date of approval by the Valencia County Board ~~for~~ **of** County Commissioners and shall be in force for ~~one (1) year~~ **four (4) years** unless terminated pursuant to paragraph 4 (Termination), ~~infra~~. ~~Unless either party gives the other party a minimum of a thirty (30) day notice to the contrary, this agreement shall automatically renew on the anniversary date of the agreement for a second, third and fourth term.~~ **Under no circumstances shall the duration of this agreement, including all automatic term extensions, exceed four (4) years in duration.**

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 ninety (90) days prior to the intended date of termination. If either of the parties exercises this termination option, the Contractor shall be liable to pay the Operational Fee through the date of termination. A notice of termination by either party to the other party shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. 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) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 2) 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 and the operation of the Valencia County Adult Detention Center. 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.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing product(s) or performing 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. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

8. **Subcontracting.**

Substitution of Subcontractors must be approved in advance by the County, in writing.

9. **Release.**

Receipt of 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.**

This section not applicable.

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:

i. 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;

ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (a) the Contractor is not a public officer or employee of the County; (b) the Contractor is not a member of the family of a public officer or employee of the County; (c) 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 (d) 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;

iii. in accordance with Section 10-16-8(C) NMSA 1978, (a) 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 (b) 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;

iv. 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

v. 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 product(s) delivered or 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.**

The 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. **Non-Collusion.**

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the County.

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 value 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 executed copy of the Agreement and one or more valid Purchase Orders issued by the County.

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.

Invitation for Bids No. VCB-FY14-011, the Contractor's Bid Form 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:

- i. Any Contract amendment(s), in reverse chronological order; then
- ii. this Contract itself; then
- iii. the Invitation for Bids; then
- iv. the Contractor's Bid Form; then
- v. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

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. Escalation Clause.

~~This section not applicable.~~

If any government regulatory agency legislates for different rates than are in place at this facility, the Contractor will adjust the rates for that type of call to match the new requirement and the administrative fee paid to the County will be adjusted according to the following formula:

New Administrative Fee =

Old Administrative Fee * (1 - (2 * (1 - (New Monthly Revenue / Old Monthly Revenue))))

where "Old Monthly Revenue" represents the average monthly revenue for the 12 most recently available months and "New Monthly Revenue" represents that same data as recalculated based on the new rates. Should the contract have not been in place long enough to allow for 12 months of data, the "Old Monthly Revenue" shall represent the monthly average based on all full-month data available at the time of calculation. Any change in Administrative Fee shall be effective the same day as the rate change goes into effect and shall be calculated on a pro-rata basis for that month if the effective date is not the first day of the calendar month.

37. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

38. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

39. Inspection.

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

40. Inspection of Plant.

The County may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

41. Late Payment Charges.

~~This section not applicable.~~

42. **Overcharge Resulting from Antitrust Violations.**

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

43. **Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

44. **Termination For Failure to Comply with County's Tax Reduction Policy.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

45. **Notices.**

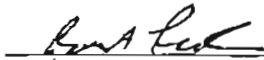
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Jeff Condrey, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor: Securus Technologies, Inc.

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

By:


Contractor

Date: March 17, 2014

Printed Name: Robert E. Pickens, Chief Operating Officer, Securus Technologies, Inc.

Address: 14651 N Dallas Parkway, Dallas, Texas 75254

By: _____
Valencia County Manager

Date: _____

Printed Name: Jeff Condrey

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 _____, 2014.

Charles Eaton
Chair, District IV

Alicia Aguilar
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Jhonathan Aragon
Commissioner, District V

Attest:

Peggy Carabajal
Valencia County Clerk

**Appendix B,
Attachment 1**

Bid Form

Valencia County

Inmate Telephone Services
VCB-FY14-011

To: Valencia County
Attn. Purchasing
444 Luna Ave., Suite 100A
Los Lunas, NM 87031

From: Securus Technologies, Inc.
Name of Bidder
14651 N Dallas Parkway, Suite 600
Mailing Address
Dallas, Texas 75254
City, State & Zip

Responses to Mandatory Specifications (Reference Section IV)

The following table MUST be completed and submitted with your bid.

Reference	Mandatory Specification	YES	NO
IV.B.1	Bidder has completed and submits the "Letter of Transmittal Form", found at Appendix C, with this bid.	x	
IV.B.2	Bidder agrees to provide all equipment, local, intralata and interlata services necessary to operate the inmate telephone service. This includes installation and maintenance. The proposer has inspected the current installation site and will provide telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided that are necessary for the operation of the inmate telephone system, Bidder agrees to provide such requirements at their own expense.	x	
IV.B.3	Bidder certifies that they are, or will be at such time as required by law in the conduct of this contract, compliant with 17.11.28 NMAC.	x	

Reference	Mandatory Specification	YES	NO
IV.B.4	Bidder certifies that they are capable and qualified to provide the system and services required by this IFB and agrees to perform the Scope of Work as specified in the contract at Appendix B and in accordance with the specifications provided therein.	X	
IV.B.5	Bidder has provided the required Project Plan, compliant with the specified requirements, with this bid.	X	
IV.B.6	Bidder certifies that they have a minimum of five (5) years of experience providing inmate telephone services and have provided, elsewhere within this bid, a written narrative explaining how they meet this requirement.	X	
IV.B.7	Bidder agrees with the specified insurance requirements.	X	
IV.B.8	Bidder agrees to pay VCADC an Operational Fee of \$4,000.00 <u>\$2,000.00</u> per month, payable monthly.	X	
IV.B.9	Bidder certifies that we are not delinquent in the payment of our Valencia County property tax obligations and will not become delinquent in the payment of our property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. We understand and acknowledge that failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against us. We further understand and acknowledge that failure to comply with this certification requirement will be render our bid/proposal non-responsive and it shall be excluded from further consideration.	X	
IV.B.10	Bidder agrees to maintain data for not less than three (3) years after the completion of the call.	X	
IV.B.11	Bidder certifies that the rates charged to users do not exceed those allowed by the New Mexico Public Regulation Commission. (Reference 17.11.28 NMAC.) Offeror Bidder has also, elsewhere within this bid, provided a copy of the rates that will be charged.	X	
IV.B.12	Bidder agrees to fulfill the Scope of Work and Specifications (found at Appendix B, Attachment 2) without exception.	X	
IV.B.13	Bidder has submitted the required proof of financial stability with this bid.	X	
<u>IV.B.14</u>	<u>Bidder agrees to provide, at no cost, the additional telephones required by the jail expansion (see Section IV.A.5) when required by the County.</u>	X	
<u>IV.B.15</u>	<u>Bidder agrees to provide, at no cost, an integrated Jail Management System (JMS – as specified in Appendix B, Attachment 2 [“Scope of Work and Specifications”], Section XIV) as part of the overall inmate telephone system. The</u>	X	

	Bidder acknowledges they may obtain the JMS from a third party but shall remain fully responsible for the management, maintenance and upkeep of the JMS.	X	
IV.B.14 16	Bidder has completed, signed and submitted this completed and signed Bid Form (Appendix B, Attachment 1) with this bid.	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section I, "System Configuration".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section II, "System Management and Control".	X	
Reference	Mandatory Specification	YES	NO
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section III, "System Access".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section IV, "System Capability".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section V, "System Features".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section VI, "Reporting Requirements".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section, VII. "Equipment".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section, VIII. "Call Branding".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section IX, "Fraud Control".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section X, "Inmate Telephone Recording/Monitoring System".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XI, "Customer Service".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XII, "Maintenance Response Times".	X	
App. B, Atch. 2	Bidder agrees to fully comply with Scope of Work Section XIII, "Inspection Audit and Maintenance of Reports".	X	

Bidders MUST mark either the "Yes" column or the "No" column for EACH Mandatory Specification. Marking the "No" column, or not marking either column, may lead to the bid being declared non-responsive and being disqualified on that basis.

If bidders take exception to any of the mandatory specifications, each exception must be addressed. Attach such explanations on a separate sheet and included that sheet (s) with the bid. Potential bidders are strongly encouraged to raise any issues that could lead to their need to cite an exception during the Pre-Bid Conference or as part of the Questions and Answers process. If the issue(s) raised impact the overall fairness of the procurement process, or in some manner limit fair competition, consideration will be given to amending the IFB to resolve those issues.

Taking exception to one or more mandatory specifications may lead to the bid being declared non-responsive and being disqualified on that basis.

Price and Rates Bid

(This pricing scenario, which approximates the historical usage data provided elsewhere in this solicitation, is being used for price comparison purposes only between bids received to identify the lowest cost bidder. It does not represent anticipated or guaranteed utilization.)

The following table MUST be completed and submitted with your bid.

A Type	C Calls	D Duration/ Call (Min)	E "Per Call" Charges* (if any)	F Charge for Minutes*	H Total Cost (Col. E + Col. F)
Advance Pay Interstate Interlata	28	10	\$0.00	\$0.2100	\$58.80
Advance Pay Intrastate Intralata	51	11	\$0.00	\$0.0980	\$54.98
Advance Pay Local	864	17	\$0.00	\$0.0980	\$1,439.42
Collect Interstate Interlata	5	8	\$0.00	\$0.2500	\$10.00
Collect Intrastate Intralata	23	10	\$0.00	\$0.1400	\$32.20
Collect Local	174	9	\$0.00	\$0.1400	\$219.24
Commis. Debit Interstate Interlata	20	9	\$0.00	\$0.2100	\$37.80
Commis. Debit Intrastate Intralata	93	11	\$0.00	\$0.0980	\$100.25
Commis. Debit Local	2,327	15	\$0.00	\$0.0980	\$3,420.69
Direct Bill Local	2	2			\$0.00
SUM ("Total Amount Bid")	3585				\$5,373.39

* For the number of calls specified for that line

Math Example #1: Company X has no "Per Call" charge for "Advance Pay Interstate Interlata". They charge \$0.15 per minute. They would place "\$0.00" in Column E for "Per Call" charges for that line. Each phone call is 10 minutes, which would cost \$1.50 per call. There were 28 calls placed so they would put \$42.00 in Column F for "Charges for Minutes." They would then add the amounts in Columns E and F (for that line) together to get the Total Cost. For "Advance Pay Interstate Interlata", that would be \$0.00 + \$42.00 = \$42.00. Their bid response would appear as follows:

A Type	C Calls	D Duration/ Call (Min)	E "Per Call" Charges* (if any)	F Charge for Minutes*	H Total Cost (Col. E + Col. F)
Advance Pay Interstate Interlata	28	10	0.00	42.00	42.00

Math Example #2: Company Y charges \$1.00 "Per Call" for "Collect Interstate Intralata". They charge \$0.15 per minute. They would place "\$23.00" in Column E for "Per Call" charges for that line. (23 calls at \$1.00 each.) Each phone call is 10 minutes, which would cost \$1.50 per call. There were 23 calls placed so they would put \$34.50 in Column F for "Charges for Minutes." (23 calls at \$1.50 each.) They would then add the amounts in Columns E and F (for that line) together to get the Total Cost. For "Collect Interstate Intralata", that would be \$23.00 + \$34.50 = \$57.50. Their bid response would appear as follows:

A	C	D	E	F	H
Type	Calls	Duration/ Call (Min)	"Per Call" Charges* (if any)	Charge for Minutes*	Total Cost (Col. E + Col. F)
Collect Interstate Intralata	23	10	23.00	34.50	57.50

Total Amount Bid (From table above, "SUM" line)\$ 55,373.39

Total Amount Bid Written in Words:

Five Thousand Three Hundred Seventy-Three Dollars and Thirty-Nine Cents

This bid will be judged based upon the "Total Amount Bid" as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Contract award will be to the fully responsive and responsible bidder offering the lowest "Total Amount Bid", above.

NOTE: As required by Section IV.B.11, the Bidders complete rate sheet must also be submitted as part of the bid. The pricing in the table above must be based on, and be consistent with, that rate sheet. This will be verified.

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Bidder hereby acknowledges receipt of Addenda

Number IU 1, Dated 12/23/13

Number IU 2, Dated 1/7/14

Number IU 3, Dated 1/15/14

(Add additional if needed)

Number: 4, Dated: 1/24/14

Number: Q&A #1, Dated: 1/30/14

Number: Amendment 1, Dated: 2/7/14

Number: IU 5, Dated: 2/21/14

Number: Q&A #2, Dated: 2/26/14

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Securus Technologies, Inc.

Bidder Name


Signature of Authorize Representative

14651 N Dallas Parkway, Suite 600

Address

Robert E. Pickens

Name of Authorized Representative

Dallas, Texas 75254

City, State, Zip Code

Chief Operating Officer

Title of Authorized Representative

972-277-0300

Telephone Number

March 17, 2014

Date

**Appendix B,
Attachment 2**

Scope of Work and Specifications

Valencia County

Inmate Telephone Services

Contractor shall provide inmate telephone services through a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Valencia County Adult Detention Center (VCADC).

Minimum Requirements: Except as otherwise noted, the requirements listed in this section represent the minimum requirements of the system. Bidders must meet these requirements to be considered responsive to the IFB.

I. System Configuration:

- (a) The inmate telephone system must be a turnkey, non-coin telecommunications service.
- (b) The inmate telephone system must be "host" based. Recordings should be stored in multiple locations to ensure catastrophic events do not compromise, alter, or destroy the integrity of the call bank. (Note: All inmate telephone recordings shall remain the sole property of the VCADC.)
- (c) ~~The inmate telephone system should have the ability to integrate with Jail Management Systems, Commissary Systems and Banking Systems.~~ The inmate telephone system shall integrate with Bidder provided Jail Management System. The inmate telephone system shall also have the ability to integrate with the Commissary System and Banking System.

II. System Management and Control:

~~Contractor agrees to provide not less than the following computer terminals for administrative use and system management and control, located as follows: One per Pod, one for the lobby and one for the booking area. This represents a minimum of five (5) computer terminals.~~

Contractor agrees to provide Two (2) kiosks for administrative use and system management and control, One (1) for the lobby and One (1) for the booking area. (While not a requirement, if available the VCADC desires Six (6) additional kiosks, One (1) in each of the Three (3) pods, One (1) in "A" dorm and Two (2) in the jail expansion area, when that is completed.

III. System Access:

(a) The system must provide one-way out-going collect/debit/prepaid calls. Calls to the Public Defender's Office must be allowed as non-collect calls. VCADC must be able to designate other telephone numbers that may be called as non-collectable calls at its discretion.

(b) The system shall be capable of preventing (call blocking) designated types of calls, at the discretion of VCADC. Such calls may include:

- i. 911
- ii. All 800 services
- iii. All 900 services
- iv. 411 numbers
- v. Directory Assistance
- vi. Local Emergency Numbers
- vii. Three Way Calls
- viii. vii. Other numbers as directed by VCADC
- ix. viii. Access to a live operator in any circumstance
- x. ix. All calls to pay phones
- xi. x. All credit card calls

IV. System Capability:

(a) ~~The system shall be capable of local, long distance, and international collect calls.~~ The system shall be capable of local and long distance collect calls, and local, long distance, and international prepaid calls.

(b) The system shall be capable of programmed call duration limits, as set by VCADC. The system will automatically terminate a call giving a one-minute warning. The capability of providing different time limits for individual inmates, cell blocks, and designated groups of telephones is desirable.

(c) The system shall ensure that for all long distance calls, the cost begins when the end user accepts the call.

(d) The system should be capable of processing calls on a bilingual basis including as a minimum, but not limited to, English and Spanish.

(e) Each telephone shall have printed instructions concerning how to obtain service. These instructions should also be available audibly.

(f) ~~The system shall have full-time fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, and second party calls.~~ dialing, sequential dialing, and access to a live operator.

(g) The system shall not be capable of receiving incoming calls. The inmate telephone system shall provide outgoing collect/debit/prepaid service with no access to direct dialed or operator handled service.

(h) VCADC facility officials shall retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

(i) All phones shall be FCC registered and the Contractor's current FCC number shall be provided as part of the solicitation response. [NOTE: Contractor shall submit a detailed description of all specific features offered.]

(j) The system proposed shall be designed to use only an automated operator to place calls. The system should provide clear voice prompts to complete calls without the use of an operator. [NOTE: Contractor should provide a clear description of all automated operator services that will be used for inmate calls.]

(k) The system shall be capable of blocking an unlimited amount of individual numbers. Contractor should state the method to be used to block telephone numbers. Blocked numbers should be able to be entered at a central location and have immediate effect at the facility level or system-wide. The system should have the ability to block or refuse access to calling cards.

(l) The system shall provide a minimum of three (3) hearing aid compatible telephones, located as follows: One in the female area, one in the booking area and one in the administrative area.

V. System Features:

Contractor shall provide written descriptions of telephone and system features. Descriptions should be concise, easy to understand, and explain in detail the use and value of the features. System features to be described shall include, but not limited to, Call Length Control, Call Supervision, Inmate Messaging Services, Inmate Facility Orientation (English and Spanish mandatory) and Call Validation.

VI. Reporting Requirements:

The system shall provide pre-defined reporting capability regarding use and utilization as well as ad-hoc report creation capability. The creation and printing of such reports shall be available on demand at any time and shall be unlimited.

VII. Equipment:

(a) The system shall have equipment designed for a correctional environment.

(b) If the existing telephones are replaced, the The Contractor shall install new inmate stations made of heavy gauge steel construction with armored, tamper proof keypad, and Lexan handset. All units shall be provided with handset cords, not to exceed 18 inches in length, that will withstand 4000 1,000 pounds of longitudinal tension. Inmate telephones shall not expose screws,

bolts, metal, or hard substance fasteners or any other material that can be removed from the unit without special security removal devices. Each station shall be secured with special security type screws. Keypad locks are not acceptable. Telephones shall be in full compliance with Americans with Disabilities Act (ADA) (TTY). Inmate telephone sets shall be wall mounted, of stainless or equivalent tamper-resistant durable construction.

(c) All telephone equipment, cabling, wiring, and the installation shall meet or exceed all FCC, State, and local codes.

(d) Contractor shall provide, as part of the awarded contract, all non-expandable miscellaneous equipment such as computer, printer, modems, and system software necessary to allow VCADC officials to query, display, and print individual inmate telephone activity. System software shall be security level based and password protected.

VIII. Call Branding:

(a) All collect/debit/prepaid calls placed from a VCADC inmate telephone shall be capable of being identified to the called party substantially as follows:

“This is a collect call from, , (Inmate speaks name or system plays inmate’s pre-recorded name) who is currently in custody at the Valencia County Adult Detention Center.”

Final language shall be agreed upon between the Contractor and VCADC.

(b) In addition, the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and the call is subject to monitoring and recording.

(c) The system shall provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

(d) Contractor shall provide a written or recorded example of the Call Branding to be used.

(e) The system shall allow for the inmate’s name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance.

(f) The system shall not allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. Call acceptance by the call recipient shall be accomplished through positive call acceptance. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems shall be terminated when the machine fails to positively accept the incoming call. The inmate shall not be allowed to communicate with the called party until the call is accepted. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.

(g) Contractor should state options for call acceptance (voice, computer, etc.).

(h) The called recipient shall have an option to block any further inmate call attempts at the time the call is received.

IX. Fraud Control:

(a) Aid in controlling fraudulent use of the telephone network shall be provided by the system. This could include, but is not limited to, interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.

(b) VCADC shall bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Contractor agrees that the County and VCADC shall bear no responsibility for fraudulent calls or theft of service. Furthermore fraudulent, stolen or lost calls shall not be deducted from revenue paid to VCADC. Fraudulent calls shall be the sole responsibility of the Contractor.

(c) The system shall have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system should play a warning message to the inmate and the called party.

(d) The system shall provide the ability to detect and flag three-way-calls. Facility personnel should be provided with the ability to mark the call as a three-way-call, disconnect call, or both. ~~If the call is disconnected in error, the Contractor must correct the issue and immediately refund the fees.~~

(e) Contractor agrees that the County and VCADC will bear no responsibility for un-billable or uncollectible calls. The Contractor shall bear sole responsibility for collection on all such calls.

(f) The system should have a shut-off function for each phone, each living area, and for the entire system.

(g) Contractor provided on-site computers and a web-based program shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports

X. Inmate Telephone Recording/Monitoring System:

(a) The inmate telephone system shall provide call monitoring and recording capabilities.

(b) The inmate telephone system shall be capable of sharing information, including telephone records and recordings, with other governmental agencies (as allowable) without altering the integrity or court admissibility of such recordings.

(c) The inmate telephone system shall have the capability of simultaneously recording all inmate calls 24 hours a day/7 days a week and maintain these recordings for ~~up to~~ three (3) years from the date of the phone call.

(d) The inmate telephone system shall offer immediate recording retrieval.

XI. Customer Service:

- (a) Contractor shall maintain a ~~1-800~~ toll-free Customer Service number, for the facility to call, which is answered 24 hours a day, 7 days a week by a live operator.
- (b) Contractor shall maintain a ~~1-800~~ toll-free number for Valencia County and the public for inquiries about billing issues, call blocks, etc.
- (c) Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
- (d) Contractor shall provide a single point of contact for handling financial, commission or billing inquiries.
- (e) Informational pamphlets shall be available for inmates relative to the applicable features and functions of the inmate telephone system upon installation and request by VCADC.
- (f) An informational website shall be available for public access.

XII. Maintenance Response Times:

Contractor shall respond to single instrument problems or outages within twenty four (24) hours. Contractor shall respond to multi-instrument or area-wide problems or outages within four (4) hours.

XIII. Inspection Audit and Maintenance of Reports:

- (a) Contractor shall maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- (b) VCADC or their representatives shall have reasonable access, for the purpose of examination, to any books, documents, papers, and records of the Contractor as they may relate to the awarded contract.

XIV. Jail Management System (JMS):

The JMS shall provide, at a minimum, the following for each department:

- FRONT DESK
 - INMATE VISITORS (ALLOWED)
- ADMIN. ASS.
 - ACCOUNTING-RUNNING RECORD OF INMATE ACCOUNT
 - TRANSFER OF MONEYS FROM OLD ACCOUNT INTO NEW ACCOUNT, UNTIL WITHDRAWED

- ACCOUNTING REPORT
- INMATE PAY
- DEPOSITS & WITHDRAW INTO INMATE ACCOUNT
- RECORDS/CASE MANAGER
 - INPUT OF ATTORNEY ASSIGNED TO INMATE
 - TEMP RELEASE
 - MUG SHOT & PHOTO LINE UP
 - FINGER PRINTING
 - RECORD KEEPING OF IMATES
 - CASES/ CHARGES/BOND
 - PERSONAL INFORMATION
 - PAST JAIL HISTORY
 - BILLING FOR DIFFERENT AGENCY (SPLIT BILLING)
 - YEARLY REPORTS
 - SCAPP
 - INMATE DEATH REPORT
 - NM JAIL POPULATION
 - JUDGES CASE ASSAIGNMENTS
 - HEADCOUNT/ JAIL REPORTS
 - CENSUS REPORTS
 - FREE PHONE CALLS
 - CLASSIFICATION SYSTEM
 - REPORTS
 - BUNK CHART
 - INMATE POPULATION LIST
 - ICE REPORT W/ SSN
- SECURITY
 - ALERTS (GANGS, SPECIAL NEEDS, EX- EMPLOYEE, ENIMIES IN GENERAL POPULATION, DRUG COURT HOLDS)
 - HOUSING HISTORY OF INMATE
 - MIS CONDUCT & USE OF FORCE
 - WHEN INMATES ARE PLACED ON WATCHES(15 MIN / MEDICAL)
 - INMATES REFUSE: TRAYS/SHOWER/ OR MEDICATION
 - HISTORY ON SUICIDE ATTEMPT
 - CURRENT BUNK CHARTS OF HOUSING FOR INMATES
- MEDICAL
 - EVERY THING LISTED ABOVE

Bidder shall describe, in detail, how they meet the above requirements in their bid.

THE FOLLOWING ARE NOT MANDATORY BUT ARE DESIRABLE

~~XIV~~ XV. Hot Number Alerts:

(a) It is desirable that the system allow an administrator to designate "Hot" PIN's and "Hot" destination numbers and deal with them as follows. When the system detects that a call is being made using any of these pre-programmed "Hot" PIN's or destination numbers, the system should automatically call destination numbers designated by VCADC. These designated numbers should include direct-dial phones, staff cell and home telephones, as well as pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call to allow them to monitor the call in progress. The recipient should be undetected by the inmate and called party; however, the recipient should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed and the PIN used in dialing.

(b) The system should allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the Contractor.

If Hot Number Alerts is included, Bidder should describe this capability in detail and provide that description with their bid.

XVI. Voice Biometric Capable

If Voice Biometric Capability is included, Bidder should describe this capability in detail and provide that description with their bid.

~~XVI. Jail Management System:~~

~~Desired characteristics would include: Photo/mug shots, fingerprints, inmate record keeping, billing for different agencies (split billing), periodic reports on demand and classification system.~~

~~If a Jail Management System is included, Bidder should describe this capability in detail and provide that description with their bid.~~

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head:	Kelly Bouska, Public Works Director
Individual Making Request:	Jose D. Cordova
Presentation at Meeting on:	April 2, 2014
Date Submitted:	March 19, 2014
Title of Request:	Vacation of Designated Public Road on Plat Showing Abandoned Road to Land of Lands of Jose D. Cordova and Valencia County Flour Mill, Ltd. (see attached plat)

Action Requested of Commission:

Appointment of three (3) freeholders of the County as Road Viewers to evaluate the vacation of a designated public road on the Plat Showing Abandoned Road to Land of Lands of Jose D. Cordova and Valencia County Flour Mill, Ltd. (see attached plat). The said road is shown on the plat at the southern end of the property, adjacent to Mill Road and labeled "Abandoned Road".

Information Background and Rationale

See attached documentation. Mr. Cordova is requesting that the procedure to vacate the road be started. The road in question is a currently dedicated "public" road.

What is the Financial Impact of this Request?

Currently, this public road is not maintained by Valencia County. Abandoning the road should not impact Valencia County in any way financially.

Legal:

Pursuant to NMSA 1978, Section 67-5-4, when the Board makes a threshold determination that any road or part of road then established and maintained as a public highway is not needed, or the repairs of the same are burdensome and in excess of the benefits therefrom, it may at a regular meeting appoint three freeholders of the county as viewers to view the road and make a report to the Board setting forth their findings. If the freeholders recommend a discontinuance of the road or part of road, then the Board may order the same vacated. *David Pato*.

Finance:

There is no immediate impact to the budget from this request. (*Nick Telles*)

Information Background & Rationale:

A series of photographs taken on Feb. 11, 2014 accurately describe the traffic & daily use of the Southside parking lot at the Valencia Flour Mill, Ltd. at 74 Mill Rd. in Jarales, NM. Refer to the survey plat map, Tract "B" which has the outlines of the "Old Mill", renamed the Valencia Flour Mill since 1990 and owned by Jose D. & Kathryn Cordova. Note the striped area labelled ABANDONED ROAD south of the Mill and to the right (east) of Mill Road. There is a narrow, one-lane road, covered by grass and weeds which travels east of the ABANDONED ROAD. This narrow road is now part of the Cordova's property in Tract B and therefore, the ABANDONED ROAD serves no purpose but to dead end between the Mill's south side truck dock and the Mill's deep well protected by a white pipe bar structure immediately south of the ABANDONED ROAD.



Photo #1: View of the southwest side of the Valencia Flour Mill taken from the edge of Mill Road where it joins with the ABANDONED ROAD passing into the south side parking lot and truck dock area. Note that this 0.0787 AC of ABANDONED ROAD is marked by blue plastic crates.



Photo #2: Photo of the ABANDONED ROAD taken from Tract 74B on Valencia Flour Mill properties south of the Mill, parking lot and dock. Note 4 blue plastic markers showing the position of the ABANDONED ROAD in the midst of the Valencia Flour Mill property. The deep well with its protective white pipe structure is shown on the lower left; it is located on the Cordovas' Tract 74B property.

More



Photo #3: View of a semi-truck at the Valencia Flour Mill's dock taken from the dis-used, narrow road east of the ABANDONED ROAD. Note the blue plastic crates show that the FedEx truck must park halfway into the area of the ABANDONED ROAD. The narrow, grassy road is part of the Cordovas' property in Tract B.

More



Photo #4: View from the 2nd floor window of the Valencia Flour Mill looking south. Notice how close the blue crate defining the edge of the ABANDONED ROAD is to the Mill's property line. At the top of this photo note the narrow grassy road southeast of the ABANDONED ROAD.

#####

PLAT SHOWING ABANDONED ROAD TO LAND OF LANDS OF JOSE D. CORDOVA AND VALENCIA FLOUR MILL, LTD.

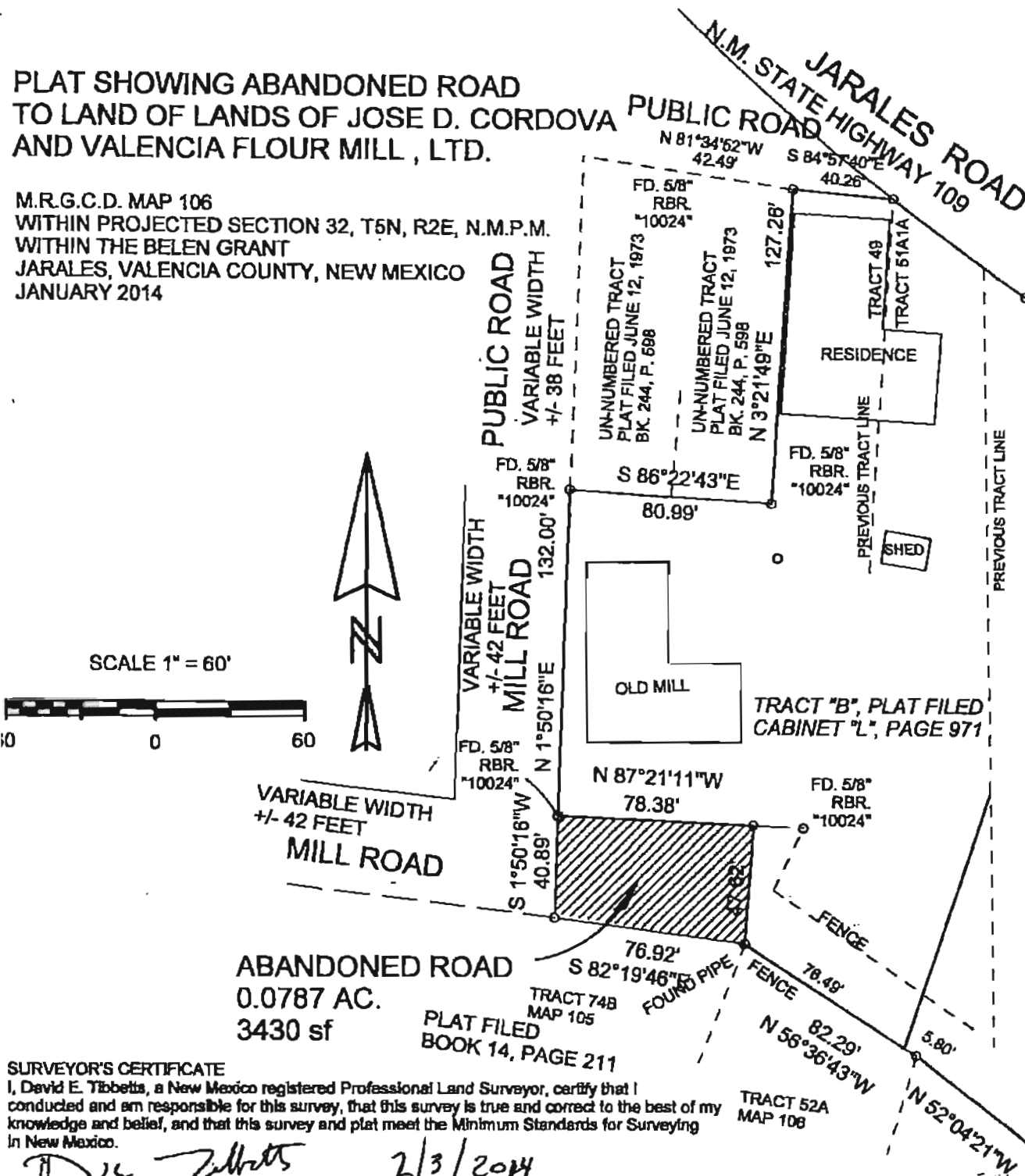
M.R.G.C.D. MAP 106

WITHIN PROJECTED SECTION 32, T5N, R2E, N.M.P.M.

WITHIN THE BELEN GRANT

JARALES, VALENCIA COUNTY, NEW MEXICO

JANUARY 2014



SURVEYOR'S CERTIFICATE

I, David E. Tibbetts, a New Mexico registered Professional Land Surveyor, certify that I conducted and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that this survey and plat meet the Minimum Standards for Surveying in New Mexico.

David E. Tibbetts 2/3/2014
David E. Tibbetts, P.S. 10024 Date

Survey Notes:

1. All corners set 5/8" rebar stakes with plastic ID caps impressed "10024", except where noted.

2. Date of field survey DECEMBER, 2007, JANUARY 2008

3. Basis of bearings is N.M.S.H.T.D. R.O.W. MAP for Jarales Road, NM proj. 123(7), based on found t-rail monuments at east spiral to tangent Station 186+55.09 Bk, and east spiral to tangent station 176+41.37 AH as shown.

4. Course data in parentheses is from record deed, plat or adjoining plat of record where it differs from field measurements by amount exceeding N.M. Minimum Standards.

5. This lot is shown within 100 year flood zone A as shown on FEMA FIRM 3500088 0300D effective February 9, 2000.

DAVID TIBBETTS SURVEYING COMPANY
P.O. BOX 2337, LOS LUNAS, N.M. 87031
505 965 0208

DESCRIPTION

A certain tract of land situate within projected Section 32, Township 5 North, Range 2 East, New Mexico Principal Meridian, being within the Belen Grant, and comprising an abandoned portion of a public road, as shown on Middle Rio Grande Conservancy District property map number 106, and being more particularly described as follows:

Beginning at a found rebar stake at the northwest corner of the tract herein described, said point being the southwest corner of Tract "B", as such tract is shown and so designated on the Replat of Lands of Tomasita Cordova, and Lands of Jose D. Cordova Valencia Flour Mill, LTD, and running; thence

S 87°21'11" E, 78.38 feet to the northeast corner of the tract herein described; thence,

S 04°04'05" W, 47.62 feet to the southeast corner of the tract herein described; thence,

N 82°19'46" W, 76.92 feet to the southwest corner of the tract herein described; thence,

N 01°50'16" E, 40.89 feet to the northwest corner and point of beginning of the tract herein described, and containing 0.0787 acre, more or less.

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VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Department Head: Kelly Bouska, Public Works Director
Individual(s) Making Request: Gilbert & Carole Row
Presentation at Meeting on: April 2, 2014
Date Submitted: March 24, 2014
Title of Request: Vacation of Designated Public Road in front of Lake View Acres, Lot 23 (Physical Address: 24 Orange Blossom St., Los Lunas)

Action Requested of Commission:

Appointment of three (3) freeholders of the County as Road Viewers to evaluate the vacation of a designated public road in front of Lake View Acres, Lot 23.

Information Background and Rationale

The current liquid waste drain field at the property listed above is failing and a new drain field must be installed. A survey of the property by American Service Ind. LLC, the company contracted by the Rows, has determined that the only location for a new drain field is in what is currently a platted road in front of their property. This location is the only location on or near the property that meets all current regulatory requirements for the installation of a new drain field. Additionally, records indicate that although the road (Orange Blossom St.) is a platted road within the subdivision, the section of the road in front of Lot 23 (24 Orange Blossom St.) is not currently and has never been maintained by Valencia County. Orange Blossom St. is a paved roadway within Valencia County. However, the pavement only extends to in front of Lot 24 of the Lake View Acres subdivision.

What is the Financial Impact of this Request?

Currently, this public road is not maintained by Valencia County. Abandoning the road should not impact Valencia County in any way financially.

Legal:

Pursuant to NMSA 1978, Section 67-5-4, when the Board makes a threshold determination that any road or part of road then established and maintained as a public highway is not needed, or the repairs of the same are burdensome and in excess of the benefits therefrom, it may at a regular meeting appoint three freeholders of the county as viewers to view the road and make a report to the Board setting forth their findings. If the freeholders recommend a discontinuance of the road or part of road, then the Board may order the same vacated. *David Pato.*

Finance:

There is no immediate impact to the budget from this request. (*Nick Telles*)

ORANGE BLOSSOM



Thu Mar 20 2014 07:50:26 AM.

Plat Showing
LAKE VIEW ACRES
 Lots 1 to 65
 A Sub-division in

Valencia County, New Mexico

Scale: 1" = 200'

Survey and Plat by Pete Sandoval
 3-31-1960

The foregoing subdivision of that certain tract of land comprising Tract 32-b-1, a portion of Tract 33-b that is west of the Otero Lateral and a portion of Tract 84-b, as such tracts are shown on Map 72 of the surveys of the Middle Rio Grande Conservancy District and being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of State Highway No. 44, whence United States Bureau of Reclamation Monument Stamped "B13-48" bears S 71° 40' 50" E, 657.40 feet distant and running as follows:

Thence northerly, along the arc of a curve to the right, radius of curve is 20 feet, a distance of 31.41 feet to a point;
 Thence N 18° 19' 10" E, 588.43 feet to a point;
 Thence northerly, along the arc of a curve to the right, radius of curve is 20 feet, a distance of 35.59 feet to a point;
 Thence S 89° 57' 50" E, 134.13 feet to a point on the west right-of-way of the Otero Lateral;
 Thence N 30° 02' 10" E, 2239.60 feet to a point;
 Thence S 72° 44' 10" W, 768.63 feet to a point;
 Thence S 57° 05' 10" W, 1308.40 feet to a point;
 Thence S 32° 19' 41" W, 134.46 feet to a point;
 Thence S 20° 17' 10" W, 819.38 feet to a point;
 Thence S 89° 57' 50" E, 855.19 feet to a point;
 Thence southerly along the arc of a curve to the left, radius of curve is 20 feet, a distance of 27.32 feet to a point;
 Thence S 18° 19' 10" W, 605.71 feet to a point;
 Thence southerly along the arc of a curve to the left, radius of curve is 20 feet a distance of 31.41 feet to a point;
 Thence S 71° 40' 50" E, 80.00 feet to the point of beginning,

surveyed, platted and subdivided as the same appears hereon, comprising Lots 1 to 65, inclusive, and the various Public thoroughfares indicated on the plat, is with the free consent and in accordance with the desires of the undersigned owners and proprietors, and said owners do hereby dedicate the easements shown on the plat together with easements for overhead of service wires for pole type utilities and including the right to trim interfering trees.

Gun Club Acres Inc.
By Arthur A. Starin, Pres.
By C.T. Stowell, Sec. Treas.

STATE OF NEW MEXICO,
 COUNTY OF VALENCIA, ss

On this 6th day of Feb, 1961, before me personally appeared Luther D. Hendon and C.T. Stowell, Sec. Treas., of Gun Club Acres Inc. to me known to be the persons described in and who executed the above instrument and acknowledged that they executed the same as their own free act and deed.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year last above written.

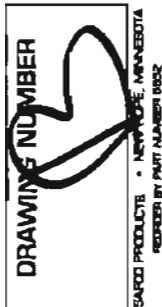
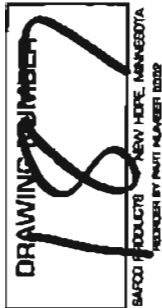
Luis del Rosario
 Notary Public

My Commission expires Dec 31 1969

This is to certify that I am a Registered Land Surveyor, that the above map was prepared from field notes of actual surveys made by me or under my direction and that the same are true and correct to the best of my knowledge and belief.

Pete Sandoval
 Pete Sandoval
 N. Mex. Reg. Sur. No. 240

62300C



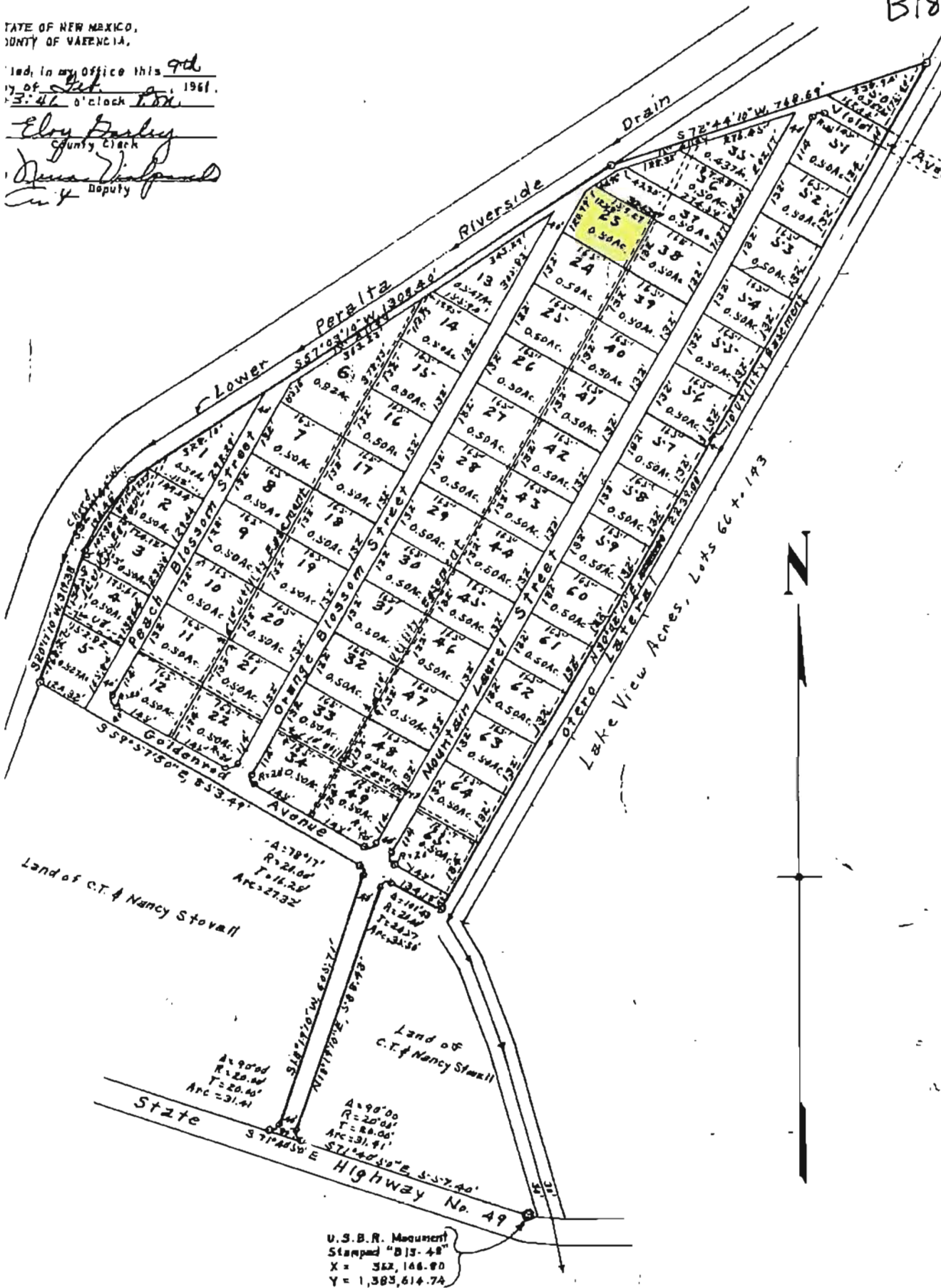
#65

B18

STATE OF NEW MEXICO,
COUNTY OF VALENCIA,

Filed in my Office this 9th
day of Feb, 1961.
at 3:47 o'clock P.M.

Eloy Basley
County Clerk
Diana Vinland
Deputy



4, 1960 by the Board of
Commissioners.

James Jaramilla
Chairman

Chris Baca
Secretary

~~AMERICAN~~ **Service Ind. LLC** P.O. Box 10595, Albuquerque, NM 87184
American Pumping Service & Air Service & Drain (505) 877-0177, Fax (505) 342-9125

March 21, 2014

Valencia County

Attn: Kelly Bouska

Re: 24 Orange Blossom St.
Los Lunas, NM

To whom it may Concern,

We are hoping for a quick resolution for the request to utilize the road easement at the property of Mr. & Mrs. Gilbert Row at 24 Orange Blossom St. in Los Lunas. We are planning to replace the failing drain field of their current liquid waste system. A hold has been placed on this permit due to current regulations regarding the setback distance required from the well. However the failure of the current drain field is causing sewage to puddle around the property and the residence which for obvious reasons is an extreme health hazard.

The property in question has already been assessed and the only available area that meets all current regulations available for the replacement drain field is located within a county road easement on the property. It has already been verified that the road easement will no longer need to be utilized by the county for any reason. In fact it is in a fenced in area on the property in question and the owners had no idea the easement existed until now. It appears that the current drain field is also located within this easement and with approval the new drain field will be placed next to the original drain field.

Due to the existing waste hazards it is imperative that we move on this as quickly as possible and your immediate attention to this matter would be greatly appreciated. Please do not hesitate to contact me directly if you have any questions or are in need of any further information.

Sincerely,



Otto Buron
Owner

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head:	Kelly Bouska
Individual Making Request:	Ken Maestas
Presentation at Meeting on:	April 2, 2014
Date Submitted:	March 24, 2014
Title of Request:	Vacation of Designated Public Road on Plat of Lot 8-A, Block 27, Rio Del Oro Unit 56

Action Requested of Commission:

Appointment of three (3) freeholders of the County as Road Viewers to evaluate the vacation of a portion of a designated public road (Empola Place) on Plat of Lot 8-A, Block 27, Rio Del Oro Unit 56. The portion requested for vacation is shown in "hatched marks" within the section marked Block 27.

Information Background and Rationale

PNM is proposing to construct a new distribution substation, College Substation. The objective is to serve new customers and maintain reliable service in the area during normal and outage conditions. College Substation will be located near the intersection of South Rio del Oro Loop and La Entrada Road in Valencia County.

College Substation will serve the area south of Hwy 263 to Marquez Rd. and east of the Rio Grande in southeast Valencia County. College substation will support existing demand and is expected to support growth along the Hwy 47 corridor and the Manzano Expressway. Tome, Manzano and El Cerro Substations are currently serving this area. College Substation will serve as a backup to the aforementioned substations.

The project will require the installation of a new distribution substation transformer and associated equipment that converts 115,000 Volts to 12,470 Volts, along with three new distribution feeders that will be interconnected to the existing distribution system in the area.

The project is expected to commence in 2014 and be fully operational in 2015.

What is the Financial Impact of this Request?

No financial impact is expected. The road is within property currently controlled by the Valley Improvement Association (VIA) and is currently undeveloped. Vacation of this road will not impact access to other lots within this area of the subdivision once development of these lots occurs.

Department Head: Kelly Bouska
Individual Making Request: Ken Maestas
Presentation at Meeting on: April 2, 2014
Date Submitted: March 24, 2014
Title of Request: Vacation of Designated Public Road on Plat of Lot 8-A,
Block 27, Rio Del Oro Unit 56

Page 2

Legal:

Pursuant to NMSA 1978, Section 67-5-4, when the Board makes a threshold determination that any road or part of road then established and maintained as a public highway is not needed, or the repairs of the same are burdensome and in excess of the benefits therefrom, it may at a regular meeting appoint three freeholders of the county as viewers to view the road and make a report to the Board setting forth their findings. If the freeholders recommend a discontinuance of the road or part of road, then the Board may order the same vacated. *David Pato.*

Finance:

There is no immediate impact to the budget from this request. *(Nick Telles)*

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement ("Option Agreement") is made and entered into by and between PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), a New Mexico corporation, and STEVE PLYLP and MARY PLYLP ("Owner"), husband and wife (collectively referred to hereinafter as "the Parties").

RECITALS

A. Owner owns portions of certain real property more particularly described as follows:

All of Lots Three (3) and Four (4), in Block Twenty-Seven (27) of Rio Del Oro Unit No. Fifty-Six (56), according to the map thereof recorded in the Office of the Clerk of Valencia County, New Mexico on October 28, 1971 (hereinafter referred to as "Owner's Property").

B. PNM desires to obtain and Owner desires to grant to PNM an option to purchase, upon the terms and conditions hereinafter set forth, Owner's Property ("Station Site"), as generally shown on Exhibit A, attached hereto and made a part hereof.

C. The Station Site, Station is hereafter referred to as the "Station Property".

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

AGREEMENT

1. GRANT OF OPTION:

In consideration of the non-refundable sum of [REDACTED] (the "Option Fee") payable by PNM to Owner at the time of PNM's execution of this Option Agreement, and upon the following terms and conditions, Owner hereby grants to PNM an exclusive and irrevocable option ("Option") to acquire the Station Property, provided, however, that in the event that PNM exercises its Option, the Option Fee shall be credited against the payment of the Purchase Price, as defined below.

2. OPTION PERIOD:

The option period ("Option Period") shall commence upon the Effective Date (as defined below) and end on the first (1st) anniversary of the Effective Date ("Termination Date").

3. PURCHASE PRICE:

In the event the Option is exercised pursuant to Section 4 below, the purchase price for the Station Property shall be [REDACTED] or the appraised value determined by an appraisal conducted by a qualified land appraiser selected by PNM and agreed to by Owner, whichever is less (the "Purchase Price"). PNM shall have fourteen (14) days from the date an appraiser is agreed to by Owner, to engage the appraiser. PNM shall be responsible for paying all costs for the appraisal. The Purchase Price shall be paid by PNM as follows

- (a) The Option Fee shall be delivered to Owner upon execution of this Option Agreement, and, if the Option is exercised, shall be credited against the Purchase Price; and
- (b) If the Option is exercised the balance of the Purchase Price shall be paid by PNM to Owner at Closing as set forth in Section 10.b. below.

4. EXERCISE OF OPTION:

PNM may exercise its Option to purchase the Station Property at any time on or before the Termination Date, by delivery to Owner of written notice thereof ("Option Notice").

5. FAILURE TO EXERCISE OPTION:

If PNM elects not to exercise its Option for any reason prior to the Termination Date, PNM may deliver written notice to Owner of such election ("Option Notice") and, except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. If PNM does not elect to exercise the Option and does not terminate the Option prior to the Termination Date, the Option shall terminate automatically at the Termination Date, and except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. In either case, Owner shall retain the Option Fee.

6. GOVERNMENTAL APPROVALS AND DUE DILIGENCE:

PNM may, at its own expense, during the Option Period, attempt to secure from the appropriate municipal or county offices all necessary approvals, including but not limited to zoning, subdivision of land, replat action, road dedication or vacation, soil survey, environmental and habitat studies on the Station Property ("Governmental Approvals"), in order for PNM to own and use the Station Property for PNM's intended use, and PNM may at any time during the Option Period, or up until Closing, at its option and expense, have a survey and Phase I environmental study performed on the Station Property ("Due Diligence").

Owner shall cooperate with PNM to secure all necessary governmental approvals and perform due diligence studies, including but not limited to, signing any necessary correspondence, consents, road vacations, replat documentation or dedication requests, or other

related documents, and attending and participating in, as necessary, any public hearings in furtherance thereof. Owner has granted a right of entry to PNM to enter onto the Owner's Property for surveys and other due diligence purposes, including, but not limited to, a Phase I Environmental Report, if PNM so chooses.

7. SUBDIVISION:

- (a) During the Option Period, Owner shall cooperate with PNM in acquiring the Survey.
- (b) During the Option Period, Owner shall not subdivide the remaining portions of the Owner's Property by claiming an exemption to the applicable laws, ordinances and regulations regarding subdivision. Owner shall provide PNM written notice of Owner's decision to subdivide any portion of the remaining Owner's Property before an application for a subdivision is made to any governmental entity.

8. TITLE POLICY:

If PNM exercises this Option, as soon as practical after delivery of the Option Notice, Owner shall at its expense order from the Title Company, as defined below, an interim title insurance binder ("Title Binder") showing that at Closing Owner will be able to deliver an owner's title insurance policy insuring PNM, as owner of the Station Property, for the full amount of the Purchase Price, and showing that good and marketable fee simple title to the Station Property is vested in Owner, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years (the "Title Insurance Policy").

If there are any exceptions in the Title Binder, other than such printed exception, that, in PNM's sole judgment, render the Station Property unusable for PNM's intended use, then PNM shall have thirty (30) days from the delivery to PNM of the Title Binder to so advise Owner. Owner shall then have fifteen (15) days from receipt of such notice in which to cure such defects. If Owner does not do so during such period, then PNM may unilaterally terminate this Purchase Agreement in which event this Option Agreement shall be terminated. If PNM determines that any exception set forth in the Title Binder renders the Station Property unusable for PNM's intended use, then PNM shall have the unilateral right within such thirty (30) day period to terminate this Option Agreement, or, in its sole discretion, PNM may waive any or all of such exceptions and proceed to Closing.

9. THE CLOSING AND CLOSING COSTS:

"Closing" is defined as the date on which Owner is required to execute a warranty deed transferring title to PNM and PNM pays Owner the balance of the Purchase Price. If PNM exercises this Option, Closing shall be held at the offices of Debbie Hennig, Escrow Officer, Stewart Title of Albuquerque, 6759, Albuquerque, NM 87109 (the "Title Company") as soon as practicable, but in no event later than sixty (60) days after PNM has notified Owner that an

interim title insurance binder in conformity with Paragraph 9 has been approved by PNM, and all requisite Governmental Approvals and Due Diligence activities have been obtained and completed to Buyer's satisfaction pursuant to Paragraph 9. PNM and Owner shall each pay one half of the escrow fees and closing costs at Closing.

10. OBLIGATIONS AT CLOSING AND TRANSFER OF TITLE:

- (a) By Owner: At Closing, Owner shall deliver to PNM (a) a final title insurance binder updated as of the date of Closing showing that the Station Property continues to be free and clear of all liens, encumbrances, tenancies, restrictions and other matters of record, other than such as may have been waived, accepted and/or agreed to in writing by PNM; (b) a good and sufficient warranty deed in proper recordable form, conveying the Station Property to PNM or its nominee good and marketable fee simple title to the Station Property, free and clear of all liens, encumbrances and restrictions other than such as may have been approved by PNM; (c) the Title Insurance Policy; (d) an affidavit for Title Company, whereby Owner agrees to allow the Title Company to remove deletable standard printed exceptions; and (e) an affidavit whereby Owner attests that it is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. Owner agrees to provide a copy of the deed to PNM prior to Closing for PNM's approval.
- (b) By PNM: At Closing, PNM shall pay the balance of the Purchase Price after deduction of the Option Fee.

11. OWNER REPRESENTATIONS & WARRANTIES:

Owner hereby represents and warrants to PNM that at the date of execution of this Option Agreement and at Closing (a) there are no civil or administrative or other legal actions and disputes against or involving the Owner's Property; (b) it owns the Owner's Property in fee simple, subject to no liens, encumbrances, mortgages, easements, servitudes, liens, unpaid taxes or any other charges or encumbrances; (c) it has full rights of entry; (d) it is fully authorized to enter into this Option Agreement, to sell the Station Property, and to grant the rights and agree to the terms and conditions herein; and (e) it has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Station Property, and has no knowledge of the existence of such waste or material on the Station Property.

12. OWNER'S FAILURE TO CLOSE:

If Owner willfully and wrongfully fails to close this transaction for any reason, except as provided in this Option Agreement, and if PNM has fully performed or tendered performance of all the obligations of PNM as provided in this Option Agreement, then PNM either may specifically enforce performance of this Option Agreement and recover any other remedies available to it at law or equity, including, but not limited to recovery of its attorneys fees and costs.

13. SUCCESSORS AND ASSIGNS:

PNM may transfer, assign or convey any interest in whole or in part under this Option Agreement without obtaining the prior written consent of Owner. All of the terms and provisions of this Option Agreement run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. EXCLUSIVE AGREEMENT:

This Option Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Option Agreement, the Owner, its agents, affiliates, employees, contractors, or representatives, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Option Agreement is in effect.

15. SURVIVAL:

All statements made by Owner and contained in this Option Agreement will be deemed representations and warranties made by Owner and will survive Closing.

16. NOTICES:

- (a) All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective:
 - (1) On the date delivered, if hand delivered, or
 - (2) On the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, or
 - (3) On the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by express mail postmark.
- (b) All notices shall be addressed to the addressee at the address written below or to the owner of record, if different, at the address of record or at such other address as either party shall designate in writing in the manner provided by this Article 6.

17. CHOICE OF LAW:

This Option Agreement shall be construed under the laws of the State of New Mexico without regard to any conflicts of law or choice of law rules that would direct the application of the laws of another jurisdiction.

18. NO PNM BROKERS OR AGENTS:

Owner and PNM represent and warrant that PNM has dealt with no broker or agent in connection with this transaction, that no broker or agent brought about this transaction on PNM's behalf, and that no commissions are owed to any broker, agent or other third party by PNM. Owner agrees to indemnify PNM and hold PNM harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with PNM with respect to this transaction.

19. MODIFICATIONS OR AMENDMENTS:

This Option Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change or discharge is sought. This Option Agreement represents the entire agreement and understanding of the Parties hereto with reference to the transactions set forth herein, and no representations, warranties or covenants have been made in connection with this Option Agreement other than those expressly set forth herein, in the exhibits, schedules, certificates, agreements and other documents delivered in accordance herewith. This Option Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the Parties relating to the subject matter of this Option Agreement.

20. RIGHT OF ENTRY:

While this Option Agreement is in effect Owner hereby grants and agrees to allow PNM and its authorized agents, employees, contractors, subcontractors, successors, and assigns the right to immediate entry and free and unfettered access to and from the Property and onto the Property and adjoining lands as reasonably required and at such reasonable times to conduct Due Diligence, a survey, and an appraisal ("Right of Entry"). The duration of the Right of Entry shall last until all Due Diligence work, a survey and appraisal work is completed to the satisfaction of PNM.

21. COUNTERPARTS:

This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. RECORDATION:

This Option Agreement shall be executed in recordable form, and, if PNM elects, a redacted version may be recorded at its expense with the County Clerk of Valencia County, New Mexico. For purposes of this Option Agreement, a redacted version of the Option Agreement shall eliminate all financial details of the transaction.

IN WITNESS WHEREOF, PNM and Owner have executed this Option Agreement as of the date(s) set forth below the Parties' respective signatures. The later date of execution shall be the effective date of this Option Agreement ("Effective Date").

OWNER:

By:

(Signature)

Name (Print):

Title:

Date:

Notice Address:

568 Center Dyke Ave.
West Islip, NY 11795

ACKNOWLEDGMENT

STATE OF

COUNTY OF

This instrument was acknowledged before me on

February 21, 2014.

By:

Kathleen V. Terry
(Notary Public)

My commission expires:

(Seal)

PUBLIC SERVICE COMPANY OF NEW MEXICO:

By:

(Signature)

Name: Michelle Y. Gallegos

Title: Supervisor, Land Services Department

Date:

Notice Address:

2401 Aztec Rd NE MS 2140
Albuquerque, NM 87107

ACKNOWLEDGMENT

STATE OF

COUNTY OF

This instrument was acknowledged before me on

February 24, 2014.

By:

Michelle Gallegos
Mary E. Jones

My commission expires:

(Seal)



OFFICIAL SEAL
MARY E. JONES

NOTARY PUBLIC STATE OF NEW MEXICO

My Commission Expires: 12/11/2017

IN WITNESS WHEREOF, PNM and Owner have executed this Option Agreement as of the date(s) set forth below the Parties' respective signatures. The later date of execution shall be the effective date of this Option Agreement ("Effective Date").

OWNER:

By: [Signature]

(Signature)

Name (Print): STEVE RYLYP

Title: OWNER

Date: 2.19.2014

Notice Address: 568 Center Dr

West Islip, NY 11795

PUBLIC SERVICE COMPANY OF NEW MEXICO:

By: [Signature]

(Signature)

Name: Michelle Y. Gallegos

Title: Supervisor, Land Services Department

Date: _____

Notice Address: _____

2401 Aztec Rd NE

MS 2140 Albuquerque NM 87107

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF Suffolk

This instrument was acknowledged before me on

2-19

20 14

By: [Signature]

My commission expires: 2/28/15

(Seal)

DAVID J. VOLPI
NOTARY PUBLIC, State of New York
No. 01VO4520426
Qualified in Suffolk County
Commission Expires February 28, 2015

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

February 24

20 14

By: [Signature]

Michelle Gallegos

My commission expires: 12/4/2017

(Seal)



MARY E. JONES
NOTARY PUBLIC, STATE OF NEW MEXICO
My Commission Expires: 12/4/2017

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement ("Option Agreement") is made and entered into by and between PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), a New Mexico corporation, and STEVE PYLYP and MARY PYLYP ("Owner"), husband and wife (collectively referred to hereinafter as "the Parties").

RECITALS

- A. Owner owns portions of certain real property more particularly described as follows:

All of Lots Three (3) and Four (4), in Block Twenty-Seven (27) of Rio Del Oro Unit No. Fifty-Six (56), according to the map thereof recorded in the Office of the Clerk of Valencia County, New Mexico on October 28, 1971 (hereinafter referred to as "Owner's Property").

- B. PNM desires to obtain and Owner desires to grant to PNM an option to purchase, upon the terms and conditions hereinafter set forth, Owner's Property ("Station Site"), as generally shown on Exhibit A, attached hereto and made a part hereof.

- C. The Station Site, Station is hereafter referred to as the "Station Property".

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

AGREEMENT

1. GRANT OF OPTION:

In consideration of the non-refundable sum of [REDACTED] (the "Option Fee") payable by PNM to Owner at the time of PNM's execution of this Option Agreement, and upon the following terms and conditions, Owner hereby grants to PNM an exclusive and irrevocable option ("Option") to acquire the Station Property, provided, however, that in the event that PNM exercises its Option, the Option Fee shall be credited against the payment of the Purchase Price, as defined below.

2. OPTION PERIOD:

The option period ("Option Period") shall commence upon the Effective Date (as defined below) and end on the first (1st) anniversary of the Effective Date ("Termination Date").

3. PURCHASE PRICE:

In the event the Option is exercised pursuant to Section 4 below, the purchase price for the Station Property shall be \$6,000 or the appraised value determined by an appraisal conducted by a qualified land appraiser selected by PNM and agreed to by Owner, whichever is less (the "Purchase Price"). PNM shall have fourteen (14) days from the date an appraiser is agreed to by Owner, to engage the appraiser. PNM shall be responsible for paying all costs for the appraisal. The Purchase Price shall be paid by PNM as follows

- (a) The Option Fee shall be delivered to Owner upon execution of this Option Agreement, and, if the Option is exercised, shall be credited against the Purchase Price; and
- (b) If the Option is exercised the balance of the Purchase Price shall be paid by PNM to Owner at Closing as set forth in Section 10.b. below.

4. EXERCISE OF OPTION:

PNM may exercise its Option to purchase the Station Property at any time on or before the Termination Date, by delivery to Owner of written notice thereof ("Option Notice").

5. FAILURE TO EXERCISE OPTION:

If PNM elects not to exercise its Option for any reason prior to the Termination Date, PNM may deliver written notice to Owner of such election ("Option Notice") and, except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. If PNM does not elect to exercise the Option and does not terminate the Option prior to the Termination Date, the Option shall terminate automatically at the Termination Date, and except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. In either case, Owner shall retain the Option Fee.

6. GOVERNMENTAL APPROVALS AND DUE DILIGENCE:

PNM may, at its own expense, during the Option Period, attempt to secure from the appropriate municipal or county offices all necessary approvals, including but not limited to zoning, subdivision of land, replat action, road dedication or vacation, soil survey, environmental and habitat studies on the Station Property ("Governmental Approvals"), in order for PNM to own and use the Station Property for PNM's intended use, and PNM may at any time during the Option Period, or up until Closing, at its option and expense, have a survey and Phase I environmental study performed on the Station Property ("Due Diligence").

Owner shall cooperate with PNM to secure all necessary governmental approvals and perform due diligence studies, including but not limited to, signing any necessary correspondence, consents, road vacations, replat documentation or dedication requests, or other

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement ("Option Agreement") is made and entered into by and between PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), a New Mexico corporation, and VALLEY IMPROVEMENT ASSOCIATION, INC. ("Owner"), a New Mexico corporation (collectively referred to hereinafter as "the Parties").

RECITALS

- A. Owner owns portions of certain real property more particularly described as follows:
- All of Lots Five (5), Six (6), Seven (7), Eight (8), Fourteen (14) and "Walk Way", in Block Twenty-Seven (27) of Rio Del Oro Unit No. Fifty-Six (56), according to the map thereof recorded in the Office of the Clerk of Valencia County, New Mexico on October 28, 1971 (hereinafter referred to as "Owner's Property").
- B. PNM desires to obtain and Owner desires to grant to PNM an option to purchase, upon the terms and conditions hereinafter set forth, Owner's Property ("Station Site"), as generally shown on Exhibit A, attached hereto and made a part hereof.
- C. The Station Site, Station is hereafter referred to as the "Station Property".

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

AGREEMENT

1. GRANT OF OPTION:

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The option period ("Option Period") shall commence upon the Effective Date (as defined below) and end on the first (1st) anniversary of the Effective Date ("Termination Date").

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2. OPTION PERIOD:

The option period ("Option Period") shall commence upon the Effective Date (as defined below) and end on the first (1st) anniversary of the Effective Date ("Termination Date").

3. **PURCHASE PRICE:**

In the event the Option is exercised pursuant to Section 4 below, the purchase price for the Station Property shall be [REDACTED] or the appraised value determined by an appraisal conducted by a qualified land appraiser selected by PNM and agreed to by Owner, whichever is less (the "Purchase Price"). PNM shall have fourteen (14) days from the date an appraiser is agreed to by Owner, to engage the appraiser. PNM shall be responsible for paying all costs for the appraisal. The Purchase Price shall be paid by PNM as follows

- (a) The Option Fee shall be delivered to Owner upon execution of this Option Agreement, and, if the Option is exercised, shall be credited against the Purchase Price; and
- (b) If the Option is exercised the balance of the Purchase Price shall be paid by PNM to Owner at Closing as set forth in Section 10.b. below.

4. **EXERCISE OF OPTION:**

PNM may exercise its Option to purchase the Station Property at any time on or before the Termination Date, by delivery to Owner of written notice thereof ("Option Notice").

5. **FAILURE TO EXERCISE OPTION:**

If PNM elects not to exercise its Option for any reason prior to the Termination Date, PNM may deliver written notice to Owner of such election ("Option Notice") and, except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. If PNM does not elect to exercise the Option and does not terminate the Option prior to the Termination Date, the Option shall terminate automatically at the Termination Date, and except as otherwise provided in this Option Agreement, all further rights and obligations of the Parties hereunder shall be terminated. In either case, Owner shall retain the Option Fee.

6. **GOVERNMENTAL APPROVALS AND DUE DILIGENCE:**

PNM may, at its own expense, during the Option Period, attempt to secure from the appropriate municipal or county offices all necessary approvals, including but not limited to zoning, subdivision of land, replat action, road dedication or vacation, soil survey, environmental and habitat studies on the Station Property ("Governmental Approvals"), in order for PNM to own and use the Station Property for PNM's intended use, and PNM may at any time during the Option Period, or up until Closing, at its option and expense, have a survey and Phase I environmental study performed on the Station Property ("Due Diligence").

Owner shall cooperate with PNM to secure all necessary governmental approvals and perform due diligence studies, including but not limited to, signing any necessary correspondence, consents, road vacations, replat documentation or dedication requests, or other

3. **PURCHASE PRICE:**

In the event the Option is exercised pursuant to Section 4 below, the purchase price for the Station Property shall be \$15,000 or the appraised value determined by an appraisal conducted by a qualified land appraiser selected by PNM and agreed to by Owner, whichever is less (the "Purchase Price"). PNM shall have fourteen (14) days from the date an appraiser is agreed to by Owner, to engage the appraiser. PNM shall be responsible for paying all costs for the appraisal. The Purchase Price shall be paid by PNM as follows:

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Owner shall cooperate with PNM to secure all necessary governmental approvals and perform due diligence studies, including but not limited to, signing any necessary correspondence, consents, road vacations, replat documentation or dedication requests, or other

related documents, and attending and participating in, as necessary, any public hearings in furtherance thereof. Owner has granted a right of entry to PNM to enter onto the Owner's Property for surveys and other due diligence purposes, including, but not limited to, a Phase I Environmental Report, if PNM so chooses.

7. SUBDIVISION:

- (a) During the Option Period, Owner shall cooperate with PNM in acquiring the Survey.
- (b) During the Option Period, Owner shall not subdivide the remaining portions of the Owner's Property by claiming an exemption to the applicable laws, ordinances and regulations regarding subdivision. Owner shall provide PNM written notice of Owner's decision to subdivide any portion of the remaining Owner's Property before an application for a subdivision is made to any governmental entity.

8. TITLE POLICY:

If PNM exercises this Option, as soon as practical after delivery of the Option Notice, Owner shall at its expense order from the Title Company, as defined below, an interim title insurance binder ("Title Binder") showing that at Closing Owner will be able to deliver an owner's title insurance policy insuring PNM, as owner of the Station Property, for the full amount of the Purchase Price, and showing that good and marketable fee simple title to the Station Property is vested in Owner, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years (the "Title Insurance Policy").

If there are any exceptions in the Title Binder, other than such printed exception, that, in PNM's sole judgment, render the Station Property unusable for PNM's intended use, then PNM shall have thirty (30) days from the delivery to PNM of the Title Binder to so advise Owner. Owner shall then have fifteen (15) days from receipt of such notice in which to cure such defects. If Owner does not do so during such period, then PNM may unilaterally terminate this Purchase Agreement in which event this Option Agreement shall be terminated. If PNM determines that any exception set forth in the Title Binder renders the Station Property unusable for PNM's intended use, then PNM shall have the unilateral right within such thirty (30) day period to terminate this Option Agreement, or, in its sole discretion, PNM may waive any or all of such exceptions and proceed to Closing.

9. THE CLOSING AND CLOSING COSTS:

"Closing" is defined as the date on which Owner is required to execute a warranty deed transferring title to PNM and PNM pays Owner the balance of the Purchase Price. If PNM exercises this Option, Closing shall be held at the offices of Debbie Hennig, Escrow Officer, Stewart Title of Albuquerque, 6759, Albuquerque, NM 87109 (the "Title Company") as soon as practicable, but in no event later than sixty (60) days after PNM has notified Owner that an

related documents, and attending and participating in, as necessary, any public hearings in furtherance thereof. Owner has granted a right of entry to PNM to enter onto the Owner's Property for surveys and other due diligence purposes, including, but not limited to, a Phase 1 Environmental Report, if PNM so chooses.

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interim title insurance binder in conformity with Paragraph 9 has been approved by PNM, and all requisite Governmental Approvals and Due Diligence activities have been obtained and completed to Buyer's satisfaction pursuant to Paragraph 9. PNM and Owner shall each pay one half of the escrow fees and closing costs at Closing.

10. OBLIGATIONS AT CLOSING AND TRANSFER OF TITLE:

- (a) By Owner: At Closing, Owner shall deliver to PNM (a) a final title insurance binder updated as of the date of Closing showing that the Station Property continues to be free and clear of all liens, encumbrances, tenancies, restrictions and other matters of record, other than such as may have been waived, accepted and/or agreed to in writing by PNM; (b) a good and sufficient warranty deed in proper recordable form, conveying the Station Property to PNM or its nominee good and marketable fee simple title to the Station Property, free and clear of all liens, encumbrances and restrictions other than such as may have been approved by PNM; (c) the Title Insurance Policy; (d) an affidavit for Title Company, whereby Owner agrees to allow the Title Company to remove deletable standard printed exceptions; and (e) an affidavit whereby Owner attests that it is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. Owner agrees to provide a copy of the deed to PNM prior to Closing for PNM's approval.
- (b) By PNM: At Closing, PNM shall pay the balance of the Purchase Price after deduction of the Option Fee.

11. OWNER REPRESENTATIONS & WARRANTIES:

Owner hereby represents and warrants to PNM that at the date of execution of this Option Agreement and at Closing (a) there are no civil or administrative or other legal actions and disputes against or involving the Owner's Property; (b) it owns the Owner's Property in fee simple, subject to no liens, encumbrances, mortgages, easements, servitudes, liens, unpaid taxes or any other charges or encumbrances; (c) it has full rights of entry; (d) it is fully authorized to enter into this Option Agreement, to sell the Station Property, and to grant the rights and agree to the terms and conditions herein; and (e) it has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Station Property, and has no knowledge of the existence of such waste or material on the Station Property.

12. OWNER'S FAILURE TO CLOSE:

If Owner willfully and wrongfully fails to close this transaction for any reason, except as provided in this Option Agreement, and if PNM has fully performed or tendered performance of all the obligations of PNM as provided in this Option Agreement, then PNM either may specifically enforce performance of this Option Agreement and recover any other remedies available to it at law or equity, including, but not limited to recovery of its attorneys fees and costs.

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13. SUCCESSORS AND ASSIGNS:

PNM may transfer, assign or convey any interest in whole or in part under this Option Agreement without obtaining the prior written consent of Owner. All of the terms and provisions of this Option Agreement run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. EXCLUSIVE AGREEMENT:

This Option Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Option Agreement, the Owner, its agents, affiliates, employees, contractors, or representatives, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Option Agreement is in effect.

15. SURVIVAL:

All statements made by Owner and contained in this Option Agreement will be deemed representations and warranties made by Owner and will survive Closing.

16. NOTICES:

- (a) All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective:
 - (1) On the date delivered, if hand delivered, or
 - (2) On the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, or
 - (3) On the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by express mail postmark.
- (b) All notices shall be addressed to the addressee at the address written below or to the owner of record, if different, at the address of record or at such other address as either party shall designate in writing in the manner provided by this Article 6.

17. CHOICE OF LAW:

This Option Agreement shall be construed under the laws of the State of New Mexico without regard to any conflicts of law or choice of law rules that would direct the application of the laws of another jurisdiction.

13. SUCCESSORS AND ASSIGNS:

PNM may transfer, assign or convey any interest in whole or in part under this Option Agreement without obtaining the prior written consent of Owner. All of the terms and provisions of this Option Agreement run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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- (b) All notices shall be addressed to the addressee at the address written below or to the owner of record, if different, at the address of record or at such other address as either party shall designate in writing in the manner provided by this Article 6.

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18. NO PNM BROKERS OR AGENTS:

Owner and PNM represent and warrant that PNM has dealt with no broker or agent in connection with this transaction, that no broker or agent brought about this transaction on PNM's behalf, and that no commissions are owed to any broker, agent or other third party by PNM. Owner agrees to indemnify PNM and hold PNM harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with PNM with respect to this transaction.

19. MODIFICATIONS OR AMENDMENTS:

This Option Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change or discharge is sought. This Option Agreement represents the entire agreement and understanding of the Parties hereto with reference to the transactions set forth herein, and no representations, warranties or covenants have been made in connection with this Option Agreement other than those expressly set forth herein, in the exhibits, schedules, certificates, agreements and other documents delivered in accordance herewith. This Option Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the Parties relating to the subject matter of this Option Agreement.

20. RIGHT OF ENTRY:

While this Option Agreement is in effect Owner hereby grants and agrees to allow PNM and its authorized agents, employees, contractors, subcontractors, successors, and assigns the right to immediate entry and free and unfettered access to and from the Property and onto the Property and adjoining lands as reasonably required and at such reasonable times to conduct Due Diligence, a survey, and an appraisal ("Right of Entry"). The duration of the Right of Entry shall last until all Due Diligence work, a survey and appraisal work is completed to the satisfaction of PNM.

21. COUNTERPARTS:

This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. RECORDATION:

This Option Agreement shall be executed in recordable form, and, if PNM elects, a redacted version may be recorded at its expense with the County Clerk of Valencia County, New Mexico. For purposes of this Option Agreement, a redacted version of the Option Agreement shall eliminate all financial details of the transaction.

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Owner and PNM represent and warrant that PNM has dealt with no broker or agent in connection with this transaction, that no broker or agent brought about this transaction on PNM's behalf, and that no commissions are owed to any broker, agent or other third party by PNM. Owner agrees to indemnify PNM and hold PNM harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with PNM with respect to this transaction.

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IN WITNESS WHEREOF, PNM and Owner have executed this Option Agreement as of the date(s) set forth below the Parties' respective signatures. The later date of execution shall be the effective date of this Option Agreement ("Effective Date").

OWNER:

By:

Teresa Scott

(Signature)

Name (Print):

TERESA SCOTT

Title:

Exec V.P. + Asst. Secretary

Date:

2-11-14

Notice Address:

PO Box 8

Belem, NM 87002

ACKNOWLEDGMENT

STATE OF

New Mexico

COUNTY OF

Valencia

This instrument was acknowledged before me on

Feb 11 2014

By:

Teresa Scott

Exec VP & Asst. Secretary

Valley Improvement and Assoc.

V. Talon

My commission expires:

7-24-16

(Seal)

PUBLIC SERVICE COMPANY OF NEW MEXICO:

By:

Michelle Y. Gallegos

(Signature)

Name: Michelle Y. Gallegos

Title: Supervisor, Land Services Department

Date:

2/19/14

Notice Address:

2401 AZTEC RD NE

MS 2140

Albuquerque NM 87102

ACKNOWLEDGMENT

STATE OF

NEW MEXICO

COUNTY OF

BERNALILLE

This instrument was acknowledged before me on

February 19 2014

By:

MICHELLE GALLEGOS

Supervisor, Land Services

Mary E. Jones

My commission expires:

December 4, 2017

(Seal)



OFFICIAL SEAL

MARY E. JONES

NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires 12/4/17

IN WITNESS WHEREOF, PNM and Owner have executed this Option Agreement as of the date(s) set forth below the Parties' respective signatures. The later date of execution shall be the effective date of this Option Agreement ("Effective Date").

OWNER:

By: Teresa Scott

(Signature)

Name (Print): TERESA Scott

Title: Exec. V.P. + Asst. Secretary

Date: 2-11-14

Notice Address: _____

PO Box 8

Belen, NM 87002

ACKNOWLEDGMENT

STATE OF New Mexico

COUNTY OF Valencia

This instrument was acknowledged before me on

Feb 11 2014

By: Teresa Scott

Exec. VP + Asst. Secretary
Valley Improvement Assoc.

V. J. Salazar

My commission expires:

7-24-16

(Seal)

PUBLIC SERVICE COMPANY OF NEW MEXICO:

By: Michelle Y. Gallegos

(Signature)

Name: Michelle Y. Gallegos

Title: Supervisor, Land Services Department

Date: 2/19/14

Notice Address: 2401 AZTEC RD NE

MS 2140

Albuquerque NM 87102

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

February 19 2014

By: MICHELLE GALLEGOS

Supervisor, Land Services

Mary E. Jones

My commission expires: December 4, 2017

(Seal)



OFFICIAL SEAL
MARY E. JONES
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 12/4/17

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Nick Telles
Individual Making Request: Nick Telles
Presentation at Meeting on: April 2, 2014
Date Submitted: March 24, 2014
Title of Request: Approval to Enter into Contract with Axiom CPAs and Business Advisors
for FY14 Audit

Action Requested of Commission:

To approve entering into year 3 of annual independent audit contract for FY14.

Information Background and Rationale

An annual independent audit is required by 12-6-14 NMSA 1978 and the State Audit Rule 2.2.2 NMAC. On August 10, 2012 an RFP was awarded to Axiom CPA's and Business Advisors, LLC with a provision that allows the County to contract annually with a term limit of 3 years with the same auditor. This request would allow for year 3 of Valencia County's audit to be performed by Axiom CPA's and Business Consultants, LLC. The state auditor requires that a signed contract for the County's independent audit services be sent by a deadline of May 1, 2014. The state auditor also requires for an annual audit to be completed by all NM counties by November 15, 2014. *(Nick Telles)*

What is the Financial Impact of this Request?

The audit RFP from August 10, 2012 required the same fee to be charged for independent audit services for all of the three available years. The fee for year 3 is \$43,870.

Legal:

Pursuant to the Audit Act, the County is statutorily required to have its financial affairs thoroughly examined and audited each year by either the state auditor, personnel of the state auditor's office designated by the state auditor or independent auditors approved by the state auditor. NMSA 1978, Section 12-6-3 (2011). The New Mexico State Auditor provides the form of contract the County is required to utilize for the audit. *(David Pato)*

Finance:

This request is a mandatory requirement for financial reporting. If the contract is approved by the VCBCC and the Office of the State Auditor, then the independent auditors will be prepared to start audit procedures on or around the last week in May. *(Nick Telles)*



**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

444 Luna Avenue ♦ P.O. Box 1119
Los Lunas, New Mexico 87031
Office: 505.866.2014 ♦ Fax: 505.866.3355

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ❖ **Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(G)(6)(c).**

I.

Agency Contact Information Requirement

Name of Agency: Valencia County
Address of Agency: 444 Luna Ave.
Phone # of Agency: 505-866-2014 FAX# of Agency 505-866-2424
City: Los Lunas (State: NM) Zip: 87031 Web Site Address: www.co.valencia.nm.us

Agency Head Contact Information

Name of Agency Head: Jeff Condrey Title of Agency Head: County Manager
E-mail address of Agency Head: jeff.condrey@co.valencia.nm.us

Agency Contact Information

Name of Agency Contact: Nick Telles Title of Agency Contact: Finance Director
Phone # of Agency Contact: 505-866-3320 FAX# of Agency Contact 505-866-2424
E-mail address of Agency Contact: nick.telles@co.valencia.nm.us

Notice: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II.

Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. As the agency contact for this proposed contract, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract. [Signature] (signature of Agency Contact).

Name of IPA Firm: Axiom CPAs and Business Advisors LLC
Phone # 505-767-7600 Fax: 505-767-7601 E-mail Address: www.axiomnm.com

Name of the IPA Firm's on-site manager: Chris Garner
(Note: The name of the On-Site Manager must match the name listed in the Audit Contract. If there is a change, the Office of the State Auditor must be notified in writing.)

III.

For which Fiscal Year (FY) is this recommendation being made: FY 2014
Estimated Audit Start Date 5/27/2014 Estimated Completion Date 11/15/2014

IV.

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds. American Recovery and Reinvestment Act (ARRA) expenditures should be included in this determination):

- ☒ My agency procured an annual financial and compliance audit without a Single Audit.
☐ My agency procured an annual financial and compliance audit with a Single Audit.

V.

Please check the appropriate box below:

- ☒ This is a multi-year award and this request applies to the 3rd year of a 3 year Proposal.
☐ This is a one year procurement award for only the fiscal year indicated in Section III.

VI.

Rotation Requirement: (Per Section 2.2.2.8.H(1)(b) NMAC)

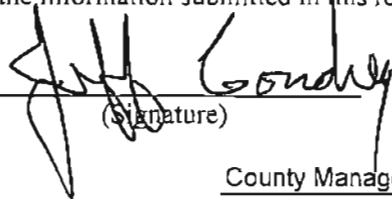
How many years has your agency contracted with the IPA recommended above for annual compliance audit services consecutively without a minimum of a 2 year break? 2 years. If this is considered a small purchase (no more than \$60,000 excluding gross receipts tax (GRT); in any of those consecutive years has the cost of the audit engagement been over \$60,000 (excluding GRT)? Yes ☐ No ☒

VII.

BREAKDOWN	<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	
	1 st Year Hours FYE <u>2012</u>	1 st Year Cost	2 nd Year Hours FYE <u>2013</u>	2 nd Year Cost	3 rd Year Hours FYE <u>2014</u>	3 rd Year Cost
AGENCY CONTRACTS						
Financial Statement Audit	<u>350</u>	<u>35000</u>	<u>350</u>	<u>35000</u>	<u>350</u>	<u>35000</u>
Federal Single Audit	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Financial Statement Preparation	<u>60</u>	<u>6000</u>	<u>60</u>	<u>6000</u>	<u>60</u>	<u>6000</u>
Other allowed nonaudit Services	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other (housing authorities, or other component units)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SUB TOTAL	<u>410</u>	<u>41000</u>	<u>410</u>	<u>41000</u>	<u>410</u>	<u>41000</u>
Gross Receipts Tax		<u>2870</u>		<u>2870</u>		<u>2870</u>
TOTAL COMPENSATION	<u>43870</u>		<u>43870</u>		<u>43870</u>	

I hereby certify that all the information submitted in this recommendation is true, accurate and complete to the best of my knowledge. Furthermore, I also hereby certify that, to the best of knowledge, my agency complied with applicable provisions of the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and the Audit Rule (2.2.2 NMAC) in the procurement of the IPA and recommendation to the State Auditor. Finally, I hereby attest that I have the authority to certify the information submitted in this recommendation on behalf of the agency.

Agency Head/Designee: _____


(Signature)

Jeff Condrey

(Print Name)

County Manager

(Title and Date)

3/25/14

(THIS SECTION APPLIES TO SCHOOLS AND UNIVERSITIES ONLY)

This IPA recommendation has been reviewed and approved by our oversight agency (please select one) ☐ the Higher Education Department (HED) or ☐ the Public Education Department (PED) as required by Section 12-6-14 NMSA 1978, and as indicated by the following oversight agency signature and date.

Oversight Agency Signature

Printed name of signer

Date

Contract No. _____

**STATE OF NEW MEXICO
AUDIT CONTRACT**

This CONTRACT is made and entered into this _____ day of _____, 2014, by and between the
County of Valencia
hereinafter referred to as the "Agency", and
Axiom CPAs and Business Advisors
hereinafter referred to as the "Contractor", and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as "State Auditor".

As required by the Audit Rule, Section 2.2.2.1 et seq., NMAC, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8.E, NMAC, and whether the Contractor is eligible to enter into this contract with the restriction.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)
 - A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2013 through June 30, 2014**:
 - (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
 - (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules--Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 14.52);

- (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.52), if applicable, consisting of:
 - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
 - (b) Combining financial statements;
 - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
 - (d) Remaining supplemental information on schedules as required by Section 2.2.2.10.A(2)(f) NMAC
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
 - (1) The Management Discussion and Analysis (MD&A);
 - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and
 - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (Section 2.2.1, et seq., NMAC).
- D. If this contract is for a:
 - 1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (May 1, 2006), then another appropriate reporting model should be used; or
 - 2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10.A(1) and

2.2.2.12.C NMAC. If a 501(c)(3) component unit organization had a gross annual income in excess of \$250,000, Section 6-5A-4 NMSA 1978 requires that entity to be audited regardless of materiality.

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before November 15, 2014 and in accordance with Section 2.2.2.9, NMAC:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
 - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
 - (3) a list of the passed adjustments required by AU-C 580.14; and
 - (4) a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. For purposes of Section 2.2.2, NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9.A, NMAC, will be considered received by the due date provided in that section. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with 2.2.2.13.C, NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.
- D. Pursuant to Section 2.2.2.8.Q, NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to Section 2.2.2.13, NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within two business days from the date of the authorization to print and submit the final audit

report, the Contractor shall provide the State Auditor with **TWO** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 25 copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

3. **COMPENSATION**

- A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed \$43,870.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA, 1978 and Section 2.2.2.8.N(1), NMAC, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	35,000
(2) Federal single audit	
(3) Financial statement preparation	6,000
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., component units, specifically identified)	

Gross Receipts Tax = 2,870

Total Compensation = \$43,870

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.
- E. Pursuant to Section 12-6-14 NMSA 1978 and Section 2.2.2.8.N, NMAC, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The

Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.
- B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8.G(4), NMAC.

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8.S, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.**
- B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized as provided in Paragraph 3(E), supra. If the Contractor terminates this Contract under

this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor written notice of the termination.
- D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract 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 Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8.L, NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to Section 2.2.2.8.B, NMAC, and that are not otherwise restricted by the Office from entering into such a contract pursuant to Section 2.2.2.8.E, NMAC.

9. **RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and

nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post the audited financial statements on their respective websites once it is publicly released by the State Auditor.

13. CONFLICT OF INTEREST

The Contractor 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 of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and Section 2.2.2.8.M, NMAC. The Contractor shall immediately notify the State Auditor and the

Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.8.Q, NMAC, consistent with Generally Accepted Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this contract. Conflicts between the engagement letter and this contract are governed by this contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, 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 Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A), NMSA 1978.

20. 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 bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all Federal and State laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the State Auditor.
- B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with AC-C and 210.12. Any costs incurred are to be borne by the requestor Contractor.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Chris Garner. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

If no other provisions are listed in this section, the remainder below is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

AGENCY

NAME: Valencia County

BY: _____

TITLE: Chair, County Commission

DATE: _____

CONTRACTOR

NAME: Axiom CPAs, LLC

BY: _____

TITLE: Principal

DATE: _____

This Contract has been approved by:

STATE AUDITOR

BY: _____

TITLE: DEPUTY STATE AUDITOR

DATE: _____

State Auditor Contract No. 14 -

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Nick Telles

Individual Making Request: Nick Telles

Presentation at Meeting on: April 2, 2014

Date Submitted: March 24, 2014

Title of Request: Consideration of Department of Finance and Administration Grant Agreement #13-1804 for Purchase of Emergency Generator for the Meadowlake Fire Department

Action Requested of Commission: To approve agreement between Valencia County and the NM Department of Finance and Administration for fiscal year 2013 capital outlay for the purchase of an emergency generator.

Information Background and Rationale:

During the 2013 legislative session \$45,000 was appropriated to Valencia County for the purchase of an emergency generator. A fully executed grant agreement is required for funds to be allocated to Valencia County from the NM Department of Finance and Administration.

What is the Financial Impact of this Request.

A \$45,000 grant revenue increase for capital projects in Valencia County. There is no county match required for this request. This grant is 100% reimbursable.

Legal:

In addition to the reporting requirements detailed in the Grant Agreement, the County must ensure that the following provisions are expressly incorporated into its purchase contract for the emergency generator for the Meadowlake Fire Department:

This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

and

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Valencia may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Valencia's decision as to

whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Valencia or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Valencia or DFA/LGD.

(David Pato)

Finance:

The \$45,000 has been budgeted for fiscal year 2014. Two grant agreement copies with original signatures will be needed for submittal to NM DFA. *(Nick Telles)*

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Valencia, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

13-L-1804

\$45,000.00 APPROPRIATION REVERSION DATE: June 30, 2016

Laws of 2013, Chapter 226, Section 31, Para. 222, Forty Five Thousand Dollars and No Cents (\$45,000.00), to purchase and install an emergency backup generator for the Meadow Lake fire department in County of Valencia.

The Grantee's total reimbursements shall not exceed the appropriation amount Forty Five Thousand Dollars and No Cents (\$45,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Forty Five Thousand Dollars and No Cents (\$45,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

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

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

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: County of Valencia
Name: Nick Telles
Title: Finance Director
Address: P.O. Box 1119, Los Lunas, New Mexico 87031
Email: nick.telles@co.valancia.nm.us
Telephone: (505) 866-3320
FAX: (505) 866-2424

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2016 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

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County of Valencia

Page 15 of 18

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Nick Telles

Individual Making Request: Nick Telles

Presentation at Meeting on: April 2, 2014

Date Submitted: March 21, 2014

Title of Request: Consideration of Department of Finance and Administration Grant Agreement #13-1805 for Purchase of Emergency Generator for the Manzano Vista Fire Department

Action Requested of Commission: To approve agreement between Valencia County and the NM Department of Finance and Administration for fiscal year 2013 capital outlay for the purchase of an emergency generator.

Information Background and Rationale:

During the 2013 legislative session \$45,000 was appropriated to Valencia County for the purchase of patrol vehicles. A fully executed grant agreement is required for funds to be allocated to Valencia County from the NM Department of Finance and Administration.

What is the Financial Impact of this Request.

A \$45,000 grant revenue increase for capital projects in Valencia County. There is no county match required for this request. This grant is 100% reimbursable.

Legal:

In addition to the reporting requirements detailed in the Grant Agreement, the County must ensure that the following provisions are expressly incorporated into its purchase contract for the emergency generator for the Manzano Vista Fire Department:

This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

and

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Valencia may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Valencia's decision as to

whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Valencia or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Valencia or DFA/LGD.

(David Pato)

Finance:

The \$45,000 has been budgeted for fiscal year 2014. Two original signed grant agreement copies will be need for submittal to NM DFA. *(Nick Telles)*

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Valencia, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

13-L-1805

\$45,000.00 APPROPRIATION REVERSION DATE: June 30, 2016

Laws of 2013, Chapter 226, Section 31, Para. 223, Forty Five Thousand Dollars and No Cents (\$45,000.00), to purchase and install an emergency backup generator at the Manzano Vista fire department in County of Valencia.

The Grantee's total reimbursements shall not exceed the appropriation amount Forty Five Thousand Dollars and No Cents (\$45,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Forty Five Thousand Dollars and No Cents (\$45,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

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

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

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: County of Valencia
Name: Nick Telles
Title: Finance Director
Address: P.O. Box 1120, Los Lunas, New Mexico 87031
Email: nick.telles@co.valancia.nm.us
Telephone: (505) 866-3320
FAX: (505) 866-2424

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2016 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

- Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

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County of Valencia

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VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form



Department Head: Nick Telles

Individual Making Request: Nick Telles

Presentation at Meeting on: April 2, 2014

Date Submitted: March 21, 2014

Title of Request: Consideration of Department of Finance and Administration Grant Agreement #13-1806 for Purchase of Sheriff Patrol Vehicles

Action Requested of Commission: To approve agreement between Valencia County and the NM Department of Finance and Administration for fiscal year 2013 capital outlay for the purchase of Sheriff Department patrol vehicles.

Information Background and Rationale:

During the 2013 legislative session \$210,000 was appropriated to Valencia County for the purchase of patrol vehicles. A fully executed grant agreement is required for funds to be allocated to Valencia County from the NM Department of Finance and Administration.

What is the Financial Impact of this Request.

\$210,000 grant revenue increase for capital projects in Valencia County. There is no county match required for this request. This grant is 100% reimbursable.

Legal:

In addition to the reporting requirements detailed in the Grant Agreement, the County must ensure that the following provisions are expressly incorporated into its purchase contracts for the patrol vehicles:

This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

and

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Valencia may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Valencia's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and

shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Valencia or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Valencia or DFA/LGD.

(David Pato)

Finance:

The \$210,000 has been budgeted for fiscal year 2014. Two original signed grant agreements will be needed for submittal to NM DFA. *(Nick Telles)*

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Valencia, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

13-L-1806

\$210,000.00 APPROPRIATION REVERSION DATE: June 30, 2016

Laws of 2013, Chapter 226, Section 31, Para. 224, Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00), to purchase and equip patrol vehicles for the sheriff's department in County of Valencia.

The Grantee's total reimbursements shall not exceed the appropriation amount Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

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

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

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.

c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.

d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: County of Valencia
Name: Nick Telles
Title: Finance Director
Address: P.O. Box 1121, Los Lunas, New Mexico 87031
Email: nick.telles@co.valencia.nm.us
Telephone: (505) 866-3320
FAX: (505) 866-2424

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2016 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

- Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

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**VALENCIA COUNTY
Board of County Commissioners
Agenda Request Form**



Department Head: Nick Telles

Individual Making Request: Nick Telles

Presentation at Meeting on: April 2, 2014

Date Submitted: March 21, 2014

Title of Request: Consideration of Department of Finance and Administration Grant Agreement #13-1809 for Animal Control Shelter Improvements

Action Requested of Commission: To approve agreement between Valencia County and the NM Department of Finance and Administration for fiscal year 2013 capital outlay for the animal control shelter facility improvements.

Information Background and Rationale:

During the 2013 legislative session \$150,000 was appropriated to Valencia County for improvements to the animal sheltering facility. A fully executed grant agreement is required for funds to be allocated to Valencia County from the NM Department of Finance and Administration. An additional \$150,000 was appropriated during the 2012 legislative session to the county animal control shelter for facility improvements. The combined funding for sheltering improvements is \$300,000 for the animal control department.

What is the Financial Impact of this Request.

\$300,000 grant revenue increase for capital projects in Valencia County. There is no county match required for this request. This grant is 100% reimbursable.

Legal:

Approval of the grant agreement and compliance with the terms of the agreement are necessary in order to receive the funds appropriated by the Laws of 2013, Chapter 226 (the Legislative Appropriation) (*Adren Nance*)

Finance:

The \$300,000 has been budgeted for fiscal year 2014. Two original signed grant agreements will need to be sent to NM DFA for full execution. (*Nick Telles*)

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and County of Valencia, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

13-L-1809

\$150,000.00 APPROPRIATION REVERSION DATE: June 30, 2017

Laws of 2013, Chapter 226, Section 31, Para. 227, One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), to plan, design and construct improvements to the county animal control shelter facility in Los Lunas in County of Valencia..

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, One Thousand Five Hundred Dollars and No Cents (\$1,500.00), which equals One Hundred Forty Eight Thousand Five Hundred Dollars and No Cents (\$148,500.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

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

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

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the

particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: County of Valencia
Name: Nick Telles
Title: Finance Director
Address: P.O. Box 1122, Los Lunas, New Mexico 87031
Email: nick.telles@co.valencia.nm.us
Telephone: (505) 866-3320
FAX: (505) 866-2424

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

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

writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate"

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

B. In the event of Suspension of this Agreement, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and

be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

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

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
 - (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local

jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of

law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Valencia may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Valencia only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is

administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

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County of Valencia

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END

OF

AGENDA

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

The attached computer printout lists all the checks issued by the Manager's Office on February 21, 2014 covering vendor bills processed on the above date.

Check # 122099 to check # 122166 inclusive, for the total of \$1,099,167.74.

All have been reviewed for:

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

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:



Nick Telles-Finance Director

Done this 2nd day of April, 2014.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Charles Eaton, Chair

Alicia Aguilar, Vice-chair

Jhonathan Aragon, Commissioner

Mary J. Andersen, Commissioner

Lawrence R. Romero, Commissioner

ATTEST:

Peggy Carabajal, County Clerk



Valencia County, NM

Check Register

Packet: APPKT00842 - 2/21/14 CHECK RUN AP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
6070	ACES LLC	02/21/2014	Regular	0.00	128.55	122099
430	ALBUQUERQUE PUBLISHING	02/21/2014	Regular	0.00	108.53	122100
22	ALL MOTOR PARTS & SUPPLY INC.	02/21/2014	Regular	0.00	196.19	122101
7493	AMBERCARE CORPORATION	02/21/2014	Regular	0.00	96.00	122102
943	AMERI-PRIDE LINEN SERVICES	02/21/2014	Regular	0.00	101.35	122103
1645	BOB GARRECHT SUPPLY, INC.	02/21/2014	Regular	0.00	154.16	122104
3636	BOUND TREE MEDICAL, LLC	02/21/2014	Regular	0.00	176.18	122105
09819	BRAKEN MOTOR COMPANY	02/21/2014	Regular	0.00	495.00	122106
4453	CATERPILLAR FINANCIAL SERV CORP	02/21/2014	Regular	0.00	1,456.41	122107
7590	CENTRAL NM CORRECTIONAL FACIL	02/21/2014	Regular	0.00	1,181.52	122108
6333	CHARLES SANCHEZ	02/21/2014	Regular	0.00	399.00	122109
156	CHARLIE'S PAINT AND BODY SHOP	02/21/2014	Regular	0.00	2,000.00	122110
7684	CHARM-TEX	02/21/2014	Regular	0.00	2,268.64	122111
7760	CINTAS CORPORATION 2	02/21/2014	Regular	0.00	8.56	122112
113	CITY OF BELEN	02/21/2014	Regular	0.00	837.42	122113
09617	CLARK TRUCK EQUIPMENT COMPAN	02/21/2014	Regular	0.00	274.29	122114
09725	CORRECTIONAL HEALTHCARE COMF	02/21/2014	Regular	0.00	59,892.47	122115
143	CRAIG TIRE COMPANY, INC.	02/21/2014	Regular	0.00	154.83	122116
7514	CSK AUTOMOTIVE INC	02/21/2014	Regular	0.00	131.95	122117
1659	DAVID TIBBETTS SURVEYING CO. LLC	02/21/2014	Regular	0.00	3,033.26	122118
4439	DELL MARKETING L.P.	02/21/2014	Regular	0.00	1,023.74	122119
09540	DUANE J DENNING	02/21/2014	Regular	0.00	114.00	122120
09201	FIRE W.I.R.E. LLC	02/21/2014	Regular	0.00	49.23	122121
09729	GEB INC	02/21/2014	Regular	0.00	487.28	122122
5719	GRAINGER	02/21/2014	Regular	0.00	1,093.68	122123
7191	GRAPHIC ARTS STATION	02/21/2014	Regular	0.00	97.50	122124
6856	HOV SERVICES	02/21/2014	Regular	0.00	1,181.29	122125
706	INDEPENDENT FIRE COMPANY	02/21/2014	Regular	0.00	1,328.00	122126
08654	JENNIFER SANCHEZ	02/21/2014	Regular	0.00	125.00	122127
743	JOE'S EXPRESS MOBILE LUBE	02/21/2014	Regular	0.00	492.50	122128
09849	JUSTIN RESER	02/21/2014	Regular	0.00	65.89	122129
3599	KAUFMAN'S WEST LLC	02/21/2014	Regular	0.00	1,750.00	122130
09845	LARRY ORONA	02/21/2014	Regular	0.00	29.07	122131
5322	LEON MONTOYA	02/21/2014	Regular	0.00	267.50	122132
5005	LN CURTIS & SONS CORP	02/21/2014	Regular	0.00	2,915.00	122133
6378	MANTEK	02/21/2014	Regular	0.00	925.65	122134
08230	METAL MORPHOSIS TECHNOLOGIES	02/21/2014	Regular	0.00	579.91	122135
7022	NAPA AUTO PARTS	02/21/2014	Regular	0.00	520.00	122136
7954	NEW DAY YOUTH & FAMILY SERVICI	02/21/2014	Regular	0.00	7,151.64	122137
5847	NEW MEXICO FINANCE AUTHORITY	02/21/2014	Regular	0.00	3,827.99	122138
2090	NM COUNTY INSURANCE	02/21/2014	Regular	0.00	961,011.00	122139
4379	NOBLIN FUNERAL SERVICE, INC.	02/21/2014	Regular	0.00	1,200.00	122140
6962	PET ER	02/21/2014	Regular	0.00	1,038.83	122141
8129	PORTABLE MICROGRAPHICS	02/21/2014	Regular	0.00	215.55	122142
4727	QWEST	02/21/2014	Regular	0.00	7,082.20	122143
302	R & R GLASS OF BELEN	02/21/2014	Regular	0.00	165.00	122144
1302	RAY P. SANCHEZ	02/21/2014	Regular	0.00	280.00	122145
09124	RICOH AMERICAS CORPORATION	02/21/2014	Regular	0.00	551.84	122146
4901	RODNEY PHILLIPS	02/21/2014	Regular	0.00	250.00	122147
2677	RON'S CARPET SERVICE	02/21/2014	Regular	0.00	250.00	122148
5584	SAL MARTINEZ	02/21/2014	Regular	0.00	158.46	122149
296	SAN BAR CONSTRUCTION CORP.	02/21/2014	Regular	0.00	7,693.57	122150
776	SCHWAAB, INC.	02/21/2014	Regular	0.00	146.02	122151
3291	SHAMROCK FOODS COMPANY INC	02/21/2014	Regular	0.00	4,068.53	122152

Check Register

Packet: APPKT00842-2/21/14 CHECK RUN AP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7500	SIMON F MONTANO	02/21/2014	Regular	0.00	134.45	122153
09800	SISNEROS BROS. MFG. LLC	02/21/2014	Regular	0.00	20.00	122154
6521	SOCORRO ELECTRIC COOPERATIVE I	02/21/2014	Regular	0.00	75.03	122155
3755	SOUTHWEST COPY SYSTEMS	02/21/2014	Regular	0.00	32.30	122156
6760	STAPLES BUSINESS ADVANTAGE	02/21/2014	Regular	0.00	926.24	122157
7469	TDS ALBUQUERQUE	02/21/2014	Regular	0.00	754.10	122158
08023	THE HON COMPANY	02/21/2014	Regular	0.00	1,113.00	122159
09364	THE PLACITAS GROUP, INC	02/21/2014	Regular	0.00	2,000.00	122160
09172	VICTOR GALVAN	02/21/2014	Regular	0.00	7.62	122161
97	VILLAGE OF LOS LUNAS	02/21/2014	Regular	0.00	4,871.03	122162
5135	WAGNER EQUIPMENT CO.	02/21/2014	Regular	0.00	306.78	122163
4290	WASTE MANAGEMENT OF NEW ME	02/21/2014	Regular	0.00	7,655.29	122164
418	WATER KING SOUTHWEST INC.	02/21/2014	Regular	0.00	16.50	122165
84	XEROX CORPORATION	02/21/2014	Regular	0.00	25.22	122166

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	107	58	0.00	1,099,167.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<u>107</u>	<u>58</u>	<u>0.00</u>	<u>1,099,167.74</u>

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	2/2014	1,099,167.74
			<u>1,099,167.74</u>



Check Approval Register

Packet: APPKT00842 - 2/21/14 CHECK RUN AP
Vendor Set: 01 - Vendor Set 01

Check Date: 2/21/2014

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 340 - FIRE PROTECTION-EMERGENCY SRV FIRE/RESCUE							
<u>743</u>	JOE'S EXPRESS MOBILE LUBE						
APBNK	Check			<u>14421</u>	Fire Admin/ Oil change for Admin units	340-517-45555	492.50
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	340-517-45210	140.28
<u>3755</u>	SOUTHWEST COPY SYSTEMS						
APBNK	Check			<u>276184</u>	Fire Admin-Printer Contract	340-517-45540	32.30
<u>97</u>	VILLAGE OF LOS LUNAS						
APBNK	Check			<u>INV0017697</u>	WATER BILL	340-517-45220	52.80
Fund 340 Total:							717.88
Fund: 341 - E.M.S. - EMERGENCY SRV FIRE/RESCUE							
<u>3636</u>	BOUND TREE MEDICAL, LLC						
APBNK	Check			<u>81335829</u>	Fire Admin-Boundtree	341-517-48025	97.97
Fund 341 Total:							97.97
Fund: 344 - FIRE PROTECTION-LOS CHAVEZ							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	344-526-45210	207.18
Fund 344 Total:							207.18
Fund: 345 - E.M.S. - LOS CHAVEZ							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	345-526-46010	59.69
Fund 345 Total:							59.69
Fund: 347 - FIRE PROTECTION-JARALES/PUEBLITOS/BOSQUE							
<u>5005</u>	LN CURTIS & SONS CORP						
APBNK	Check			<u>5031469-03</u>	Jarales-bunker	347-527-48020	1,139.00
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	347-527-45210	117.81
Fund 347 Total:							1,256.81
Fund: 348 - E. M. S.-JARALES/PUEBLITOS/BOSQUE							
<u>3636</u>	BOUND TREE MEDICAL, LLC						
APBNK	Check			<u>81335828</u>	Jarales-ems supplies	348-527-46013	78.21
Fund 348 Total:							78.21
Fund: 350 - FIRE PROTECTION-RIO GRANDE							
<u>7760</u>	CINTAS CORPORATION 2						
APBNK	Check			<u>8400623877</u>	RGE-Supplies	350-528-46010	8.56
<u>5005</u>	LN CURTIS & SONS CORP						
APBNK	Check			<u>5031428-02</u>	RGEFD/ Insurance Claim equipment	350-528-46016	1,614.00
<u>08230</u>	METAL MORPHOSIS TECHNOLOGIES						
APBNK	Check			<u>159</u>	RGE-repair broken rear Intake on T 1-6	350-528-45540	579.91
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	350-528-45210	230.24
<u>09124</u>	RICOH AMERICAS CORPORATION						
APBNK	Check			<u>17739897</u>	RGEFD-Ricoh Paper	350-528-45030	275.92
				<u>17603734</u>		350-528-45030	275.92
Fund 350 Total:							2,984.55
Fund: 351 - E. M. S.-RIO GRANDE							
<u>7493</u>	AMBERCARE CORPORATION						
APBNK	Check			<u>112713 E0443</u>	RGE-Oxygen	351-528-46010	96.00
Fund 351 Total:							96.00
Fund: 353 - FIRE PROTECTION-TOME/ADELINO							
<u>5005</u>	LN CURTIS & SONS CORP						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBNK	Check			<u>5031429-01</u>	Tome FD/ Insurance Claim	353-529-48025	162.00
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	353-529-45210	52.39
<u>7469</u>	TDS ALBUQUERQUE						
APBNK	Check			<u>733-42753</u>	TAFD D2 P22 Tire repair	353-529-45555	133.75
Fund 353 Total:							348.14
Fund: 356 - FIRE PROTECTION-MEADOWLAKE							
<u>22</u>	ALL MOTOR PARTS & SUPPLY INC.						
APBNK	Check			<u>5200-64296</u>	Meadow Lake FD	356-530-45540	47.26
				<u>5200-64295</u>		356-530-45540	10.86
<u>5719</u>	GRAINGER						
APBNK	Check			<u>9365353235</u>	MLFD-Supplies-see attached	356-530-46010	465.38
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	356-530-45210	130.85
Fund 356 Total:							654.35
Fund: 362 - FIRE PROTECTION-VALENCIA/EL CERRO							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	362-532-45210	9.81
Fund 362 Total:							9.81
Fund: 364 - CO FIRE PROTECT-VALENCIA/EL CERRO							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	364-532-45030	176.59
Fund 364 Total:							176.59
Fund: 365 - FIRE PROTECTION-MANZANO VISTA							
<u>6333</u>	CHARLES SANCHEZ						
APBNK	Check			<u>696</u>	mvfd uniforms	365-557-46040	399.00
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	365-557-45220	13.79
Fund 365 Total:							412.79
Fund: 367 - CO FIRE PROTECT-MANZANO VISTA							
<u>706</u>	INDEPENDENT FIRE COMPANY						
APBNK	Check			<u>9-10997</u>	mvfd Equipment	367-557-48025	1,328.00
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	367-557-45210	159.71
Fund 367 Total:							1,487.71
Fund: 368 - FIRE PROTECTION-HIGHLAND MEADOWS							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	368-561-45210	58.00
Fund 368 Total:							58.00
Fund: 372 - EMS - GRT - E - 911							
<u>5847</u>	NEW MEXICO FINANCE AUTHORITY						
APBNK	Check			<u>BOND SERIES 2011</u>	PUBLIC SAFETY BOND	372-593-49010	3,827.99
Fund 372 Total:							3,827.99
Fund: 401 - GENERAL							
<u>6070</u>	ACES LLC						
APBNK	Check			<u>24415</u>	AC Kennel supply	401-909-46010	128.55
<u>430</u>	ALBUQUERQUE PUBLISHING						
APBNK	Check			<u>FEB2014-1010659</u>	County Manager's Office	401-102-45980	108.53
<u>22</u>	ALL MOTOR PARTS & SUPPLY INC.						
APBNK	Check			<u>5200-64373</u>	MANAGERS WINDSHIELD WIPERS	401-102-45555	19.78
<u>4439</u>	DELL MARKETING LP						
APBNK	Check			<u>XIC3P9DD5</u>	BOE- Computer	401-305-48700	1,023.74
<u>09845</u>	LARRY ORONA						
APBNK	Check			<u>INV0017673</u>	TRAVEL REIMBURSEMENT	401-909-43010	29.07
<u>2090</u>	NM COUNTY INSURANCE						
APBNK	Check			<u>115</u>	LAW ENF CONTRIB JAN-DEC 2014	401-508-45701	821,345.60
<u>6962</u>	PET ER						
APBNK	Check			<u>02/05-02/15/2014</u>	AC Professional services	401-909-45030	1,038.83

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
<u>4727</u>	QWEST				
APBNK	Check	<u>FEB2014-N50511158</u>	QWEST BILL	401-415-45210	1,710.75
				401-909-45210	54.85
<u>4901</u>	RODNEY PHILLIPS				
APBNK	Check	<u>2988</u>	AC car expense	401-909-45555	250.00
<u>6760</u>	STAPLES BUSINESS ADVANTAGE				
APBNK	Check	<u>3222268335</u>	hp toner (ce505a) black qty 1	401-107-46011	85.91
		<u>3222786774</u>	BOE- Supplies	401-305-46011	500.29
<u>09172</u>	VICTOR GALVAN				
APBNK	Check	<u>INV0017672</u>	TRAVEL REIMBURSEMENT	401-909-43010	7.62
Fund 401 Total:					<u>826,303.52</u>
Fund: 402 - PUBLIC WORKS					
<u>09617</u>	CLARK TRUCK EQUIPMENT COMPANY, INC				
APBNK	Check	<u>102071-IN</u>	Road Dept- Water Truck Repairs	402-620-45540	274.29
<u>143</u>	CRAIG TIRE COMPANY, INC.				
APBNK	Check	<u>6418</u>	Road Dept- Heavy Equipment Tires Repairs & Re	402-620-45540	28.00
<u>7514</u>	CSK AUTOMOTIVE INC				
APBNK	Check	<u>3081-405993</u>	Road Dept: Vehicle parts for Heavy Equipment	402-620-45540	90.04
		<u>3081-406046</u>		402-620-45540	5.99
		<u>3081-405878</u>		402-620-45540	35.92
<u>1659</u>	DAVID TIBBETTS SURVEYING CO. LLC				
APBNK	Check	<u>103234</u>	Road Dept- Manana Place Survey	402-620-45032	1,597.30
		<u>103235</u>	Road Dept- Survey Harrison Rd PNM	402-620-45032	1,435.96
<u>09540</u>	DUANE J DENNING				
APBNK	Check	<u>21680</u>	21680	402-620-46040	114.00
<u>09729</u>	GEB INC				
APBNK	Check	<u>110222</u>	Bldg & Grds- Treasures Office	402-199-45510	487.28
<u>5719</u>	GRAINGER				
APBNK	Check	<u>9366738558</u>	Bldg & Grds- Emergency Exit Light Bulbs	402-199-45510	11.76
		<u>9369447322</u>	Bldg & Grds- Vandel mark Remover	402-199-46016	24.14
		<u>9364917550</u>	PW- Janitorial Supplies	402-620-46016	592.40
<u>5322</u>	LEON MONTOYA				
APBNK	Check	<u>1057</u>	Bldg & Grds- Misc. Keys	402-199-46010	57.50
		<u>1060</u>		402-199-46010	210.00
<u>6378</u>	MANTEK				
APBNK	Check	<u>1400973</u>	Road Dept- 15W40 Synthetic Blend Motor Oil	402-620-45540	925.65
<u>7022</u>	NAPA AUTO PARTS				
APBNK	Check	<u>39589</u>	Road Dept: Vehicle parts for heavy Equipment	402-620-45540	520.00
<u>4727</u>	QWEST				
APBNK	Check	<u>FEB2014-N50511158</u>	QWEST BILL	402-199-45210	489.29
				402-620-45210	684.56
<u>2677</u>	RON'S CARPET SERVICE				
APBNK	Check	<u>609809</u>	Bldg & Grds- Treasures Office Tile Repairs	402-199-45510	250.00
<u>296</u>	SAN BAR CONSTRUCTION CORP.				
APBNK	Check	<u>22000</u>	Road Dept- Meadowlake Road Guardrail Repairs	402-620-48015	7,693.57
<u>7600</u>	SIMON F MONTANO				
APBNK	Check	<u>2014-036</u>	Bldg & Grds- Alram Repairs @ Judicial Complex	402-199-45510	134.45
<u>6621</u>	SOCORRO ELECTRIC COOPERATIVE INC				
APBNK	Check	<u>FEB14-1014291001</u>	FEB14-1014291001	402-199-45220	75.03
<u>97</u>	VILLAGE OF LOS LUNAS				
APBNK	Check	<u>INV0017697</u>	WATER BILL	402-199-45220	1,794.36
<u>5135</u>	WAGNER EQUIPMENT CO.				
APBNK	Check	<u>P10C0526598</u>	Road Dept- G4 Transmission Repairs	402-620-45540	306.78
<u>4290</u>	WASTE MANAGEMENT OF NEW MEXICO				
APBNK	Check	<u>8497782-0573-2</u>	Bldg & Grds- Trash Disposal Comm Ctrs	402-199-45220	76.21
<u>418</u>	WATER KING SOUTHWEST INC.				
APBNK	Check	<u>FEB14-VCTAN</u>	Solid Waste- Water Refill FY 14	402-199-45220	16.50
Fund 402 Total:					<u>17,930.98</u>
Fund: 408 - JUVENILE DETENTIONS					
<u>7954</u>	NEW DAY YOUTH & FAMILY SERVICES				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBNK	Check	<u>1782</u>	JUV JUSTICE RAC SPECIALIST	408-568-45030	3,634.44
				<u>1764</u>		408-568-45030	3,517.20
						Fund 408 Total:	7,151.64
Fund: 418 - WILDLAND FIRE REIMBURSEMENTS							
<u>09364</u>	THE PLACITAS GROUP, INC						
APBNK	Check			<u>VALCO#4</u>	FA/Wildland/professional services	418-573-45030	2,000.00
						Fund 418 Total:	2,000.00
Fund: 420 - VALUATION MAINTENANCE FUND							
<u>776</u>	SCHWAAB, INC.						
APBNK	Check			<u>D38100</u>	Assessors-Office seal and stamp	420-733-46011	146.02
						Fund 420 Total:	146.02
Fund: 422 - VALENICA CO ADULT DETENTION CNTR							
<u>1645</u>	BOB GARRECHT SUPPLY, INC.						
APBNK	Check			<u>412462</u>	Adult Detention Center	422-585-45510	154.16
<u>7590</u>	CENTRAL NM CORRECTIONAL FACILITY						
APBNK	Check			<u>01A-14VCDC</u>	Adult Detention Center	422-585-45410	1,181.52
<u>7684</u>	CHARM-TEX						
APBNK	Check			<u>83290-IN</u>	Adult Detention Center	422-585-46010	654.40
<u>09725</u>	CORRECTIONAL HEALTHCARE COMPANIES, INC						
APBNK	Check			<u>NM-0011MC0114</u>	Adult Detention Center	422-585-45030	59,892.47
<u>2090</u>	NM COUNTY INSURANCE						
APBNK	Check			<u>115</u>	LAW ENF CONTRIB JAN-DEC 2014	422-585-45704	139,665.40
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	422-585-45210	1,542.51
<u>09800</u>	SISNEROS BROS. MFG. LLC						
APBNK	Check			<u>38270</u>	Adult Detention Center	422-585-45510	20.00
<u>97</u>	VILLAGE OF LOS LUNAS						
APBNK	Check			<u>INVO0017697</u>	WATER BILL	422-585-45220	3,023.87
						Fund 422 Total:	206,134.33
Fund: 423 - COUNTY FIRE PROTECTION							
<u>09201</u>	FIRE W.I.R.E. LLC						
APBNK	Check			<u>196</u>	FA-cleaning/inspection of fire pants	423-537-46040	49.23
<u>09849</u>	JUSTIN RESER						
APBNK	Check			<u>INV0017702</u>	TRAVEL REIMBURSEMENT	423-537-43010	65.89
<u>6760</u>	STAPLES BUSINESS ADVANTAGE						
APBNK	Check			<u>3222400485</u>	3222400485	423-537-46010	-46.56
						Fund 423 Total:	68.56
Fund: 424 - LEPP							
<u>09819</u>	BRAKEN MOTOR COMPANY						
APBNK	Check			<u>518</u>	Sheriff-rifles	424-534-48025	495.00
						Fund 424 Total:	495.00
Fund: 435 - COUNTY INDIGENT							
<u>4379</u>	NOBLIN FUNERAL SERVICE, INC.						
APBNK	Check			<u>RALPH FASSIO 12/19</u>	Cremation Payment	435-936-45922	600.00
				<u>KEVIN JORDAN 1/20/</u>		435-936-45922	600.00
						Fund 435 Total:	1,200.00
Fund: 446 - ENVIRONMENTAL/SOLID WASTE							
<u>4727</u>	QWEST						
APBNK	Check			<u>FEB2014-N50511158</u>	QWEST BILL	446-839-45210	54.31
<u>6760</u>	STAPLES BUSINESS ADVANTAGE						
APBNK	Check			<u>3217282487</u>	Public Works- Office Supplies	446-839-46011	17.34
				<u>3217282486</u>		446-839-46011	369.26
<u>7469</u>	TDS ALBUQUERQUE						
APBNK	Check			<u>733-42686</u>	Solid Waste Tires Jan-Feb 2014	446-839-45540	620.35
<u>4290</u>	WASTE MANAGEMENT OF NEW MEXICO						
APBNK	Check			<u>0001702-0558-7</u>	Solid Waste- WMI For Feb-March	446-839-45212	7,579.08
						Fund 446 Total:	8,640.34
Fund: 449 - CLERKS EQUIP.RECORDING FEE							

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>6856</u>	HOV SERVICES						
APBNK	Check		<u>322795</u>	Clerks- HOV Maintenance Contract	449-741-45300	1,181.29	
<u>8129</u>	PORTABLE MICROGRAPHICS						
APBNK	Check		<u>6571</u>	Clerks- Microfiche	449-741-45030	215.55	
Fund 449 Total:						<u>1,396.84</u>	
Fund: 462 - SHERIFF'S DEPT GRT							
<u>22</u>	ALL MOTOR PARTS & SUPPLY INC.						
APBNK	Check		<u>5200-65623</u>	sheriff-parts	462-565-45555	9.27	
			<u>5200-65631</u>	5200-65631	462-565-45555	-9.27	
			<u>5200-65767</u>	5200-65767	462-565-45555	-469.48	
			<u>5200-66731</u>	sheriff-parts	462-565-45555	21.02	
			<u>5200-66600</u>		462-565-45555	421.98	
			<u>5200-65323</u>		462-565-45555	101.69	
			<u>5200-66730</u>		462-565-45555	16.66	
			<u>5200-66732</u>		462-565-45555	16.92	
			<u>5200-66735</u>		462-565-45555	9.50	
<u>156</u>	CHARLIE'S PAINT AND BODY SHOP						
APBNK	Check		<u>17042</u>	sheriff-deductibles	462-565-45555	1,000.00	
			<u>17216</u>		462-565-45555	1,000.00	
<u>7191</u>	GRAPHIC ARTS STATION						
APBNK	Check		<u>3262</u>	sheriff-blank business cards	462-565-45080	97.50	
<u>08654</u>	JENNIFER SANCHEZ						
APBNK	Check		<u>01/24/2014</u>	sheriff-blood draws	462-565-45030	125.00	
<u>3599</u>	KAUFMAN'S WEST LLC						
APBNK	Check		<u>10839L</u>	sheriff-body armor	462-565-46040	1,750.00	
<u>4727</u>	QWEST						
APBNK	Check		<u>FEB2014-N50511158</u>	QWEST BILL	462-565-45210	265.08	
<u>5584</u>	SAL MARTINEZ						
APBNK	Check		<u>3391</u>	sheriff-towing	462-565-45555	158.46	
<u>08023</u>	THE HON COMPANY						
APBNK	Check		<u>644596</u>	sheriff-file cabinets	462-565-46010	1,113.00	
<u>84</u>	XEROX CORPORATION						
APBNK	Check		<u>70930909</u>	sheriff-XXK390178 & F8T078460	462-565-48050	25.22	
Fund 462 Total:						<u>5,652.55</u>	
Fund: 463 - ROAD DEPT GRT							
<u>4453</u>	CATERPILLAR FINANCIAL SERV CORP						
APBNK	Check		<u>15605952</u>	Road Dept- Grader Leases	463-663-48050	1,456.41	
Fund 463 Total:						<u>1,456.41</u>	
Fund: 489 - ADULT DETENTION/COMMISSARY							
<u>7684</u>	CHARM-TEX						
APBNK	Check		<u>83288-IN</u>	Adult Detention Center	489-786-46010	1,410.74	
			<u>83351-IN</u>		489-786-46010	203.50	
Fund 489 Total:						<u>1,614.24</u>	
Fund: 493 - TITLE III-B							
<u>113</u>	CITY OF BELEN						
APBNK	Check		<u>INV0017698</u>	JAN14-21.8354.01	493-980-45220	125.61	
Fund 493 Total:						<u>125.61</u>	
Fund: 495 - TITLE C-1							
<u>943</u>	AMERI-PRIDE LINEN SERVICES						
APBNK	Check		<u>3600169037</u>	OAP Open P.O. Ameri Pride	495-982-46010	101.35	
<u>113</u>	CITY OF BELEN						
APBNK	Check		<u>INV0017698</u>	JAN14-21.8354.01	495-982-45220	209.36	
<u>1302</u>	RAY P. SANCHEZ						
APBNK	Check		<u>23255</u>	OAP Septic Pumping Meadow Lake	495-982-46010	280.00	
Fund 495 Total:						<u>590.71</u>	
Fund: 496 - TITLE C-2							
<u>113</u>	CITY OF BELEN						
APBNK	Check		<u>INV0017698</u>	JAN14-21.8354.01	496-983-45220	502.45	
<u>143</u>	CRAIG TIRE COMPANY, INC.						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
AP8NK	Check	6433	OAP open P.O. Craig tires	496-983-46600	126.83
4727	QWEST				
AP8NK	Check	FEB2014-N50511158	QWEST BILL	496-983-45210	924.51
302	R & R GLASS OF BELEN				
AP8NK	Check	780027	OAP Van Replacement of Windshield	496-983-46010	165.00
3291	SHAMROCK FOODS COMPANY INC				
AP8NK	Check	9590887	OAP Open P.O. Shamrock	496-983-46010	86.76
		9590888		496-983-46010	1,396.11
		9590889		496-983-46010	533.05
		9590884		496-983-46010	816.28
		9590885		496-983-46010	548.05
		9590886		496-983-46010	688.28
Fund 496 Total:					5,787.32
Report Total:					1,099,167.74



Fund	Account	Amount
340 - FIRE PROTECTION-EMERGENCY SRV FIRE/RESCUE		
	340-517-45210	140.28
	340-517-45220	52.80
	340-517-45540	32.30
	340-517-45555	492.50
Fund 340 Total:		717.88
341 - E.M.S. - EMERGENCY SRV FIRE/RESCUE		
	341-517-48025	97.97
Fund 341 Total:		97.97
344 - FIRE PROTECTION-LOS CHAVEZ		
	344-526-45210	207.18
Fund 344 Total:		207.18
345 - E.M.S. - LOS CHAVEZ		
	345-526-46010	59.69
Fund 345 Total:		59.69
347 - FIRE PROTECTION-JARALE5/PUEBLITOS/BOSQUE		
	347-527-45210	117.81
	347-527-48020	1,139.00
Fund 347 Total:		1,256.81
348 - E. M. S.-JARALES/PUEBLITOS/BOSQUE		
	348-527-46013	78.21
Fund 348 Total:		78.21
350 - FIRE PROTECTION-RIO GRANDE		
	350-528-45030	551.84
	350-528-45210	230.24
	350-528-45540	579.91
	350-528-46010	8.56
	350-528-46016	1,614.00
Fund 350 Total:		2,984.55
351 - E. M. S.-RIO GRANDE		
	351-528-46010	96.00
Fund 351 Total:		96.00
353 - FIRE PROTECTION-TOME/ADELINO		
	353-529-45210	52.39
	353-529-45555	133.75
	353-529-48025	162.00
Fund 353 Total:		348.14
356 - FIRE PROTECTION-MEADOWLAKE		
	356-530-45210	130.85
	356-530-45540	58.12
	356-530-46010	465.38
Fund 356 Total:		654.35
362 - FIRE PROTECTION-VALENCIA/EL CERRO		
	362-532-45210	9.81
Fund 362 Total:		9.81
364 - CO FIRE PROTECT-VALENCIA/EL CERRO		
	364-532-45030	176.59
Fund 364 Total:		176.59
365 - FIRE PROTECTION-MANZANO VISTA		
	365-557-45220	13.79
	365-557-46040	399.00
Fund 365 Total:		412.79
367 - CO FIRE PROTECT-MANZANO VISTA		
	367-557-45210	159.71
	367-557-48025	1,328.00
Fund 367 Total:		1,487.71
368 - FIRE PROTECTION-HIGHLAND MEADOWS		

368-561-45210	58.00
Fund 368 Total:	58.00
372 - EMS - GRT - E - 911	
372-593-49010	3,827.99
Fund 372 Total:	3,827.99
401 - GENERAL	
401-102-45555	19.78
401-102-45980	108.53
401-107-46011	85.91
401-305-46011	500.29
401-305-48700	1,023.74
401-415-45210	1,710.75
401-508-45701	821,345.60
401-909-43010	36.69
401-909-45030	1,038.83
401-909-45210	54.85
401-909-45555	250.00
401-909-46010	128.55
Fund 401 Total:	826,303.52
402 - PUBLIC WORKS	
402-199-45210	489.29
402-199-45220	1,962.10
402-199-45510	883.49
402-199-46010	267.50
402-199-46016	24.14
402-620-45032	3,033.26
402-620-45210	684.56
402-620-45540	2,186.67
402-620-46016	592.40
402-620-46040	114.00
402-620-48015	7,693.57
Fund 402 Total:	17,930.98
408 - JUVENILE DETENTIONS	
408-568-45030	7,151.64
Fund 408 Total:	7,151.64
418 - WILDLAND FIRE REIMBURSEMENTS	
418-573-45030	2,000.00
Fund 418 Total:	2,000.00
420 - VALUATION MAINTENANCE FUND	
420-733-46011	146.02
Fund 420 Total:	146.02
422 - VALENICA CO ADULT DETENTION CNTR	
422-585-45030	59,892.47
422-585-45210	1,542.51
422-585-45220	3,023.87
422-585-45410	1,181.52
422-585-45510	174.16
422-585-45704	139,665.40
422-585-46010	654.40
Fund 422 Total:	206,134.33
423 - COUNTY FIRE PROTECTION	
423-537-43010	65.89
423-537-46010	-46.56
423-537-46040	49.23
Fund 423 Total:	68.56
424 - LEPP	
424-534-48025	495.00
Fund 424 Total:	495.00
435 - COUNTY INDIGENT	
435-936-45922	1,200.00
Fund 435 Total:	1,200.00
446 - ENVIRONMENTAL/SOLID WASTE	
446-839-45210	54.31
446-839-45212	7,579.08
446-839-45540	620.35
446-839-46011	386.60

449 - CLERKS EQUIP.RECORDING FEE	Fund 446 Total:	8,640.34
449-741-45030		215.55
449-741-45300		1,181.29
	Fund 449 Total:	1,396.84
462 - SHERIFF'S DEPT GRT		
462-565-45030		125.00
462-565-45080		97.50
462-565-45210		265.08
462-565-45555		2,276.75
462-565-46010		1,113.00
462-565-46040		1,750.00
462-565-48050		25.22
	Fund 462 Total:	5,652.55
463 - ROAD DEPT GRT		
463-663-48050		1,456.41
	Fund 463 Total:	1,456.41
489 - ADULT DETENTION/COMMISSARY		
489-786-46010		1,614.24
	Fund 489 Total:	1,614.24
493 - TITLE III-B		
493-980-45220		125.61
	Fund 493 Total:	125.61
495 - TITLE C-1		
495-982-45220		209.36
495-982-46010		381.35
	Fund 495 Total:	590.71
496 - TITLE C-2		
496-983-45210		924.51
496-983-45220		502.45
496-983-46010		4,233.53
496-983-46600		126.83
	Fund 496 Total:	5,787.32
	Report Total:	1,099,167.74



Valencia County, NM

Payment Register

APPKT00842 - 2/21/14 CHECK RUN AP

01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name	Total Vendor Amount
6070	ACES LLC	128.55

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	128.55
Payable Number	Description	Payable Date	Due Date
24415	AC Kennel supply	02/19/2014	02/19/2014
		Discount Amount	Payable Amount
		0.00	128.55

Vendor Number	Vendor Name	Total Vendor Amount
430	ALBUQUERQUE PUBLISHING	108.53

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	108.53
Payable Number	Description	Payable Date	Due Date
FEB2014-1010659	County Manager's Office	02/19/2014	02/19/2014
		Discount Amount	Payable Amount
		0.00	108.53

Vendor Number	Vendor Name	Total Vendor Amount
22	ALL MOTOR PARTS & SUPPLY INC.	196.19

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	196.19
Payable Number	Description	Payable Date	Due Date
5200-64295	Meadow Lake FD	02/17/2014	02/17/2014
5200-64296	Meadow Lake FD	02/17/2014	02/17/2014
5200-64373	MANAGERS WINDSHIELD WIPERS	02/19/2014	02/19/2014
5200-65323	sheriff-parts	02/17/2014	02/17/2014
5200-65623	sheriff-parts	02/19/2014	02/19/2014
5200-65631	5200-65631	02/19/2014	02/19/2014
5200-65767	5200-65767	02/19/2014	02/19/2014
5200-66600	sheriff-parts	02/19/2014	02/19/2014
5200-66730	sheriff-parts	02/19/2014	02/19/2014
5200-66731	sheriff-parts	02/19/2014	02/19/2014
5200-66732	sheriff-parts	02/19/2014	02/19/2014
5200-66735	sheriff-parts	02/19/2014	02/19/2014
		Discount Amount	Payable Amount
		0.00	10.86
		0.00	47.26
		0.00	19.78
		0.00	101.69
		0.00	9.27
		0.00	-9.27
		0.00	-469.48
		0.00	421.98
		0.00	16.66
		0.00	21.02
		0.00	16.92
		0.00	9.50

Vendor Number	Vendor Name	Total Vendor Amount
7493	AMBERCARE CORPORATION	96.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	96.00
Payable Number	Description	Payable Date	Due Date
112713 E0443	RGE-Oxygen	02/17/2014	02/17/2014
		Discount Amount	Payable Amount
		0.00	96.00

Vendor Number	Vendor Name	Total Vendor Amount
943	AMERI-PRIDE LINEN SERVICES	101.35

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	101.35
Payable Number	Description	Payable Date	Due Date
3600169037	OAP Open P.O. Ameri Pride	02/19/2014	02/19/2014
		Discount Amount	Payable Amount
		0.00	101.35

Vendor Number	Vendor Name	Total Vendor Amount
1645	BOB GARRECHT SUPPLY, INC.	154.16

Payment Type	Payment Number	Payment Date	Payment Amount
Check		02/21/2014	154.16
Payable Number	Description	Payable Date	Due Date
412462	Adult Detention Center	02/20/2014	02/20/2014
		Discount Amount	Payable Amount
		0.00	154.16

Payment Register
APPKT00842 - 2/21/14 CHECK RUN AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>3636</u>	BOUND TREE MEDICAL, LLC					176.18
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	176.18	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>81335828</u>	Jarales-ems supplies	02/17/2014	02/17/2014	0.00	78.21	
<u>81335829</u>	Fire Admin-Boundtree	02/17/2014	02/17/2014	0.00	97.97	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09819</u>	BRACKEN MOTOR COMPANY					495.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	495.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>518</u>	Sheriff-rifles	02/20/2014	02/20/2014	0.00	495.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4453</u>	CATERPILLAR FINANCIAL SERV CORP					1,456.41
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	1,456.41	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15605952</u>	Road Dept- Grader Leases	02/19/2014	02/19/2014	0.00	1,456.41	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7590</u>	CENTRAL NM CORRECTIONAL FACILITY					1,181.52
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	1,181.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01A-14VCDG</u>	Adult Detention Center	02/17/2014	02/17/2014	0.00	1,181.52	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6333</u>	CHARLES SANCHEZ					399.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	399.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>696</u>	mvfd uniforms	02/17/2014	02/17/2014	0.00	399.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>156</u>	CHARLIE'S PAINT AND BODY SHOP					2,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	2,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17042</u>	sheriff-deductibles	02/20/2014	02/20/2014	0.00	1,000.00	
<u>17216</u>	sheriff-deductibles	02/20/2014	02/20/2014	0.00	1,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7684</u>	CHARM-TEX					2,268.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	2,268.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>83288-IN</u>	Adult Detention Center	02/19/2014	02/19/2014	0.00	1,410.74	
<u>83290-IN</u>	Adult Detention Center	02/19/2014	02/19/2014	0.00	654.40	
<u>83351-IN</u>	Adult Detention Center	02/19/2014	02/19/2014	0.00	203.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7760</u>	CINTAS CORPORATION 2					8.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	8.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8400623877</u>	RGE-Supplies	02/17/2014	02/17/2014	0.00	8.56	

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APPKT00842 - 2/21/14 CHECK RUN AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>113</u>	CITY OF BELEN					837.42
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	837.42			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0017698</u>	JAN14-21.8354.01	02/20/2014	02/20/2014	0.00	837.42	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09617</u>	CLARK TRUCK EQUIPMENT COMPANY, INC					274.29
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	274.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102071-IN</u>	Road Dept- Water Truck Repairs	02/20/2014	02/20/2014	0.00	274.29	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09725</u>	CORRECTIONAL HEALTHCARE COMPANIES, INC					59,892.47
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	59,892.47			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>NM-0011MC0114</u>	Adult Detention Center	02/17/2014	02/17/2014	0.00	59,892.47	
Vendor Number	Vendor Name					Total Vendor Amount
<u>143</u>	CRAIG TIRE COMPANY, INC.					154.83
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	154.83			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6418</u>	Road Dept- Heavy Equipment Tires Repairs & Replace	02/17/2014	02/17/2014	0.00	28.00	
<u>6433</u>	OAP open P.O. Craig tires	02/20/2014	02/20/2014	0.00	126.83	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7514</u>	CSK AUTOMOTIVE INC					131.95
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	131.95			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3081-405878</u>	Road Dept: Vehicle parts for Heavy Equipment	02/17/2014	02/17/2014	0.00	35.92	
<u>3081-405993</u>	Road Dept: Vehicle parts for Heavy Equipment	02/17/2014	02/17/2014	0.00	90.04	
<u>3081-406046</u>	Road Dept: Vehicle parts for Heavy Equipment	02/17/2014	02/17/2014	0.00	5.99	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1659</u>	DAVID TIBBETTS SURVEYING CO. LLC					3,033.26
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	3,033.26			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>103234</u>	Road Dept- Manana Place Survey	02/17/2014	02/17/2014	0.00	1,597.30	
<u>103235</u>	Road Dept- Survey Harrison Rd PNM	02/17/2014	02/17/2014	0.00	1,435.96	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4439</u>	DELL MARKETING L.P.					1,023.74
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,023.74			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>XJC3P9DD5</u>	BOE- Computer	02/19/2014	02/19/2014	0.00	1,023.74	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09540</u>	DUANE J DENNING					114.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	114.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21680</u>	21680	02/19/2014	02/19/2014	0.00	114.00	

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APPKT00842 - 2/21/14 CHECK RUN AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>09201</u>	FIRE W.I.R.E. LLC					49.23
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	49.23			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>196</u>	FA-cleaning/inspection of fire pants	02/19/2014	02/19/2014	0.00	49.23	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09729</u>	GEB INC					487.28
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	487.28			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>110222</u>	Bldg & Grds- Treasures Office	02/19/2014	02/19/2014	0.00	487.28	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5719</u>	GRAINGER					1,093.68
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,093.68			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9364917550</u>	PW- Janitorial Supplies	02/17/2014	02/17/2014	0.00	592.40	
<u>9365353235</u>	MLFD-Supplies-see attached	02/19/2014	02/19/2014	0.00	465.38	
<u>9366738558</u>	Bldg & Grds- Emergency Exit Light Bulbs	02/19/2014	02/19/2014	0.00	11.76	
<u>9369447322</u>	Bldg & Grds- Vandel mark Remover	02/20/2014	02/20/2014	0.00	24.14	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7191</u>	GRAPHIC ARTS STATION					97.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	97.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3262</u>	sheriff-blank business cards	02/20/2014	02/20/2014	0.00	97.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6856</u>	HOV SERVICES					1,181.29
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,181.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>322795</u>	Clerks- HOV Maintenance Contract	02/19/2014	02/19/2014	0.00	1,181.29	
Vendor Number	Vendor Name					Total Vendor Amount
<u>706</u>	INDEPENDENT FIRE COMPANY					1,328.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,328.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9-10997</u>	mvfd Equipment	02/20/2014	02/20/2014	0.00	1,328.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>08654</u>	JENNIFER SANCHEZ					125.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	125.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01/24/2014</u>	sheriff-blood draws	02/19/2014	02/19/2014	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>743</u>	JOE'S EXPRESS MOBILE LUBE					492.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	492.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14421</u>	Fire Admin/ Oil change for Admin units	02/19/2014	02/19/2014	0.00	492.50	

Payment Register
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Vendor Number	Vendor Name					Total Vendor Amount
<u>09849</u>	JUSTIN RESER					65.89
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	65.89			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0017702</u>	TRAVEL REIMBURSEMENT	02/20/2014	02/20/2014	0.00	65.89	
Vendor Number	Vendor Name					Total Vendor Amount
<u>3599</u>	KAUFMAN'S WEST LLC					1,750.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,750.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10839L</u>	sheriff-body armor	02/17/2014	02/17/2014	0.00	1,750.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09845</u>	LARRY ORONA					29.07
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	29.07			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0017673</u>	TRAVEL REIMBURSEMENT	02/20/2014	02/20/2014	0.00	29.07	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5322</u>	LEON MONTOYA					267.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	267.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1057</u>	Bldg & Grds- Misc. Keys	02/19/2014	02/19/2014	0.00	57.50	
<u>1069</u>	Bldg & Grds- Misc. Keys	02/19/2014	02/19/2014	0.00	210.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5005</u>	LN CURTIS & SONS CORP					2,915.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	2,915.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5031428-02</u>	RGEFD/ Insurance Claim equipment	02/19/2014	02/19/2014	0.00	1,614.00	
<u>5031429-01</u>	Tome FD/ Insurance Claim	02/19/2014	02/19/2014	0.00	162.00	
<u>5031469-03</u>	Jarales-bunker	02/19/2014	02/19/2014	0.00	1,139.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6378</u>	MANTEK					925.65
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	925.65			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1400973</u>	Road Dept- 15W40 Synthetic Blend Motor Oil	02/20/2014	02/20/2014	0.00	925.65	
Vendor Number	Vendor Name					Total Vendor Amount
<u>08230</u>	METAL MORPHOSIS TECHNOLOGIES					579.91
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	579.91			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>159</u>	RGE-repair broken rear intake on T 1-6	02/20/2014	02/20/2014	0.00	579.91	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7022</u>	NAPA AUTO PARTS					520.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	520.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>39589</u>	Road Dept: Vehicle parts for heavy Equipment	02/20/2014	02/20/2014	0.00	520.00	

Payment Register
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Vendor Number	Vendor Name					Total Vendor Amount
<u>7954</u>	NEW DAY YOUTH & FAMILY SERVICES					7,151.64
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	7,151.64			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1764</u>	JUV JUSTICE RAC SPECIALIST	02/19/2014	02/19/2014	0.00	3,517.20	
<u>1782</u>	JUV JUSTICE RAC SPECIALIST	02/19/2014	02/19/2014	0.00	3,634.44	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5847</u>	NEW MEXICO FINANCE AUTHORITY					3,827.99
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	3,827.99			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>BOND SERIES 2011</u>	PUBLIC SAFETY BOND	02/17/2014	02/17/2014	0.00	3,827.99	
Vendor Number	Vendor Name					Total Vendor Amount
<u>2090</u>	NM COUNTY INSURANCE					961,011.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	961,011.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>115</u>	LAW ENF CONTRIB JAN-DEC 2014	02/19/2014	02/19/2014	0.00	961,011.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4379</u>	NOBLIN FUNERAL SERVICE, INC.					1,200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>KEVIN JORDAN 1/20/14</u>	Cremation Payment	02/20/2014	02/20/2014	0.00	600.00	
<u>RALPH FASSIO 12/19/13</u>	Cremation Payment	02/20/2014	02/20/2014	0.00	600.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6962</u>	PET ER					1,038.83
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	1,038.83			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>02/05-02/15/2014</u>	AC Professional services	02/19/2014	02/19/2014	0.00	1,038.83	
Vendor Number	Vendor Name					Total Vendor Amount
<u>8129</u>	PORTABLE MICROGRAPHICS					215.55
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	215.55			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6571</u>	Clerks- Microfiche	02/19/2014	02/19/2014	0.00	215.55	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4727</u>	QWEST					7,082.20
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	7,082.20			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>FEB2014-N5051115827277</u>	QWEST BILL	02/20/2014	02/28/2014	0.00	7,082.20	
Vendor Number	Vendor Name					Total Vendor Amount
<u>302</u>	R & R GLASS OF BELEN					165.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	165.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>780027</u>	OAP Van Replacement of Windshield	02/20/2014	02/20/2014	0.00	165.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>1302</u>	RAY P. SANCHEZ					280.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 280.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>23255</u>	OAP Septic Pumping Meadow Lake	02/19/2014	02/19/2014	0.00	280.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09124</u>	RICOH AMERICAS CORPORATION					551.84
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 551.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17603734</u>	RGEFD-Ricoh Paper	02/17/2014	02/17/2014	0.00	275.92	
<u>17739897</u>	RGEFD-Ricoh Paper	02/17/2014	02/17/2014	0.00	275.92	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4901</u>	RODNEY PHILLIPS					250.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2988</u>	AC car expense	02/19/2014	02/19/2014	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>2677</u>	RON'S CARPET SERVICE					250.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>609809</u>	Bldg & Grds- Treasures Office Tile Repairs	02/19/2014	02/19/2014	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5584</u>	SAL MARTINEZ					158.46
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 158.46
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3391</u>	sheriff-towing	02/19/2014	02/19/2014	0.00	158.46	
Vendor Number	Vendor Name					Total Vendor Amount
<u>296</u>	SAN BAR CONSTRUCTION CORP.					7,693.57
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 7,693.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22000</u>	Road Dept- Meadowlake Road Guardrail Repairs	02/20/2014	02/20/2014	0.00	7,693.57	
Vendor Number	Vendor Name					Total Vendor Amount
<u>776</u>	SCHWAAB, INC.					146.02
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 146.02
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>D38100</u>	Assessors-Office seal and stamp	02/19/2014	02/19/2014	0.00	146.02	
Vendor Number	Vendor Name					Total Vendor Amount
<u>3291</u>	SHAMROCK FOODS COMPANY INC					4,068.53
Payment Type	Payment Number					Payment Date Payment Amount
Check						02/21/2014 4,068.53
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9590884</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	816.28	
<u>9590885</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	548.05	
<u>9590886</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	688.28	
<u>9590887</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	86.76	
<u>9590888</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	1,396.11	
<u>9590889</u>	OAP Open P.O. Shamrock	02/19/2014	02/19/2014	0.00	533.05	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>7600</u>	SIMON F MONTANO					134.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	134.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2014-036</u>	Bldg & Grds- Alarm Repairs @ Judicial Complex	02/17/2014	02/17/2014	0.00	134.45	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09800</u>	SISNEROS BROS. MFG. LLC					20.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	20.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>38270</u>	Adult Detention Center	02/17/2014	02/17/2014	0.00	20.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6621</u>	SOCORRO ELECTRIC COOPERATIVE INC					75.03
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	75.03	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>FE614-1014291001</u>	FEB14-1014291001	02/20/2014	02/20/2014	0.00	75.03	
Vendor Number	Vendor Name					Total Vendor Amount
<u>3755</u>	SOUTHWEST COPY SYSTEMS					32.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	32.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>276184</u>	Fire Admin-Printer Contract	02/20/2014	02/20/2014	0.00	32.30	
Vendor Number	Vendor Name					Total Vendor Amount
<u>6760</u>	STAPLES BUSINESS ADVANTAGE					926.24
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	926.24	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3217282486</u>	Public Works- Office Supplies	02/20/2014	02/20/2014	0.00	369.26	
<u>3217282487</u>	Public Works- Office Supplies	02/20/2014	02/20/2014	0.00	17.34	
<u>3222268335</u>	hp toner (ce505a) black qty 1	02/19/2014	02/19/2014	0.00	85.91	
<u>3222400485</u>	3222400485	02/19/2014	02/19/2014	0.00	-46.56	
<u>3222786774</u>	BOE- Supplies	02/20/2014	02/20/2014	0.00	500.29	
Vendor Number	Vendor Name					Total Vendor Amount
<u>7469</u>	TDS ALBUQUERQUE					754.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	754.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>733-42686</u>	Solid Waste Tires Jan-Feb 2014	02/20/2014	02/20/2014	0.00	620.35	
<u>733-42753</u>	TAFD D2 P22 Tire repair	02/20/2014	02/20/2014	0.00	133.75	
Vendor Number	Vendor Name					Total Vendor Amount
<u>08023</u>	THE HON COMPANY					1,113.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	1,113.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>644596</u>	sheriff-file cabinets	02/20/2014	02/20/2014	0.00	1,113.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>09364</u>	THE PLACITAS GROUP, INC					2,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				02/21/2014	2,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>VALCO#4</u>	FA/Wildland/professional services	02/19/2014	02/19/2014	0.00	2,000.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>09172</u>	VICTOR GALVAN					7.62
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	7.62			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0017672</u>	TRAVEL REIMBURSEMENT	02/20/2014	02/20/2014	0.00	7.62	
Vendor Number	Vendor Name					Total Vendor Amount
<u>97</u>	VILLAGE OF LOS LUNAS					4,871.03
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	4,871.03			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0017697</u>	WATER BILL	02/20/2014	02/28/2014	0.00	4,871.03	
Vendor Number	Vendor Name					Total Vendor Amount
<u>5135</u>	WAGNER EQUIPMENT CO.					306.78
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	306.78			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>P10C0526540</u>	Road Dept- G4 Transmission Repairs	02/19/2014	02/19/2014	0.00	306.78	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4290</u>	WASTE MANAGEMENT OF NEW MEXICO					7,655.29
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	7,655.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0001702-0558-7</u>	Solid Waste- WMI For Feb-March	02/19/2014	02/19/2014	0.00	7,579.08	
<u>8497782-0573-2</u>	Bldg & Grds- Trash Disposal Comm Ctrs	02/19/2014	02/19/2014	0.00	76.21	
Vendor Number	Vendor Name					Total Vendor Amount
<u>418</u>	WATER KING SOUTHWEST INC.					16.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	16.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>FEB14-VCTRAN</u>	Solid Waste- Water Refill FY 14	02/20/2014	02/20/2014	0.00	16.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>84</u>	XEROX CORPORATION					25.22
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		02/21/2014	25.22			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>70930909</u>	sheriff-XKK390178 & FBT078460	02/20/2014	02/20/2014	0.00	25.22	

Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	107	68	0.00	1,099,167.74
Packet Totals:	107	68	0.00	1,099,167.74

Cash Fund Summary

Fund	Name	Amount
998	POOLED CASH	-1,099,167.74
Packet Totals:		-1,099,167.74

