

VALENCIA COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting

August 19, 2009

PRESENT	ABSENT
Pedro G Rael, Chairman	
Donald E. Holliday, Vice-Chairman	
David R Medina, Member	
Ron Gentry, Member	
Georgia Otero-Kirkham, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1. The meeting was called to order by Chairman Pedro Rael at 5:00 P.M.

2. Chairman Rael led the Pledge of Allegiance.

3. Approval of Agenda

Commissioner Medina moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.

4. Approval of Minutes – August 5, 2009 Regular Business Meeting

Commissioner Holliday moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously.

5. Public Requests – At the discretion of the Chair (For Information Only – limited to two minutes per person on subjects not on this published agenda)

Susan Moran resident of Valencia County expressed concern on the two minutes per person time limit and felt it was bias. She read the definition of discrimination.

Chairman Rael invited Ms. Moran to be the time keeper for the public comments. She accepted.

Joe Rizzo resident of Valencia County felt his rights were denied under the Open Meetings Act when he participated via-telephone on the July 8, Public Hearing saying it was difficult to understand the conversation.

Mike Wood resident of Valencia County offered to assist Ms. Padilla on putting up signs regarding the hospital.

George Moscona resident of Valencia County requested the commission re-consider the budget and funding for Tierra Bonita.

Bob Gostischa resident of Meadow Lake requested funding for Tierra Bonita be restored. He asked why El Cerro Community Center can't be used for the Head Start Program. Commissioner Kirkham clarified that the center does not have a functioning kitchen. She will check for any available funds to renovate the kitchen.

Ted Hiemyjski resident of Valencia County expressed his concerns on the Sheriff's response time on an incident that had occurred.

6. Non-Action Item

a) Presentation "Health Impact Assessment" Valencia Community Partnership – Sandra Chavez

Valencia Community Partnership Health Council Sandra Chavez informed the commission that their committee can offer expertise and the knowledge to help the county make important decisions. She explained the process of HIA (Health Impact Assessment) and read the steps of the HIA comprehensive logical process. The program is funded by the Department of Health and the partnership has the potential to answer questions regarding air, ground or water.

The commission suggested that Ms. Chavez communicate with staff for upcoming events and allow for a presentation on the public hearing meeting for public input.

b) Update on Valencia County Hospital – Modrall Law Firm/Health Commons

Minutes for August 19, 2009 Regular Business Meeting

Attorney Dwayne Brown with the Modrall Law Firm introduced Joan Marsan, who is assisting with the Court of Appeals, to make the presentation on the status of that Court of Appeal's case.

Joan Marsan stated her prepared report is from public records and just an update on status of this appeal. The notice of appeal was filed on June 3, 2008 and was followed by the plaintiffs' filing of the docketing statement. The Court of Appeal assigned this to the General Calendar on August 11th and briefing was after an extension of the stats for the plaintiffs to file their brief by March 31, 2009, which they did on February 19, 2009. The County filed a response on March 19, 2009. At this point the Court of Appeals has not ruled, in fact it has been submitted to a panel. It will assign this case to a panel of three judges in October or November.

Chairman Rael asked Ms. Marsan to explain "Assigning to the General Calendar". Ms. Marsan explained there is a couple of ways that the Court of Appeals can assign matters, either to the General Calendar, Legal Calendar or Summary Calendar. The Legal and Summary Calendar is a truncated version of briefing and consideration by the Court of Appeals. Both require the same docketing of the record that is done when they assign a case to the General Calendar.

Chairman Rael asked is there any real certainty that this will be assigned to a panel of three judges in October. Ms. Marsan said this is a guestimate from the court and asking when they anticipate signing is unknown.

Chairman Rael asked have you had a chance to review the orders entered by the District Judge or the Court of Appeals regarding this particular litigation available to the public. Ms. Marsan said she has reviewed the orders and given a summary of what's available in public record. Chairman Rael asked out of those orders is there any order that prevents the advancement of a hospital project that prohibits it from occurring. Ms. Marsan answered currently no.

Commissioner Kirkham asked Ms. Marsan for her educated guess on when they will have a decision. Ms. Marsan said that is difficult to say, the court can act in a varying pace, it can get assigned within three months but sometimes it can take quite awhile even up to one year.

In answer as to who is or is not stopping the hospital from being built, Ms. Marsan said the litigations speak to the hospital management agreement that was entered into and that wouldn't prevent you from building a hospital. That is what the challenge concerns, not the actual building.

Chairman of the Valencia Health Commons Bob Davey summarized that in May of 2007 Covenant Health Care and what was then the Valencia County Hospital Planning Board had submitted a strategic plan. The plan was to adopt, by Covenant, a plan called for the construction of the Health Commons on a site that the commission chose in March of 2007 from three that were presented, one was on the southern tip of Los Lunas, the other north of Belen and the third east of Belen at the intersection of Manzano Expressway and Hwy 47. The three sites were unanimously endorsed by every member of the hospital planning board that had been approved by Covenant Health Care. After been viewed, inspected and certified it was accepted by architects and engineers, employed by Covenant, to make this review. The Commission in June of 2007 approved that strategic plan for a hospital. What it called for was the development of a health care delivery system that would provide health care all over the county. The limits to the site on which the initial construction would take place were set by Covenant. They said that we should find sites that were twenty-five miles away from the nearest operating hospital to qualify the facility as a sole community provider, the site had to have access to sewer, water, pave roads, at least fifty acres in size to accommodate the immediate construction and growth development of ancillary services over the next twenty-five years. That would be the hub and there would be satellite facilities and satellite programs set up all over the county. Six health care providers had publicly stated that they were ready to participate, as partners, in the development of that health commons. The providers include Commons, First Choice Community Health Care, The Heart Hospital of New Mexico, New Mexico Oncology & Hematology Association and the University of New Mexico Medical School. There was discussion with Workforce Connections of Central New Mexico and with the University of New Mexico. This plan was approved in June and litigation was filed in July. The commission in an effort to move forward and to avoid litigation asked counsel to come up with a way to address the issues raised in that litigation which had to do with the expenditure of the mill levy money for construction of a public facility. Several plans were presented to the commission. The commission opted for one which resulted in their requesting the hospital planning board to re-organize as a non-profit board of the Valencia Health Commons to obtain a 501C3 to

obtain construction finance and to execute the strategic plan that they had accepted. Now they are waiting for resolution from the Appeals Court to proceed. They are continuing to keep in touch with providers who committed publicly and with finance options and researching and talking with other providers. Nothing can be done until it is resolved in the courts.

Mr. Davey informed the commission that Stern Brothers are willing to move forward with financing efforts but the project is not going to move forward until the Court of Appeals renders a decision and how the plaintiff's react to that decision.

Chairman Rael requested that staff write a letter asking, pursuant to 3.2 of the contract, that all information be provided as stated in the "annual update".

Commissioner Gentry asked if the 501C3 and any tax money gone into operations, are you funded in any way by tax money or have you used any tax money. Mr. Davey said no. Commissioner Gentry said since the commission, in their difference of opinion and the lawsuit are the cause of delay, would you expect that in good faith and when the time comes it could be extended to give you the proper amount of time to execute. Mr. Davey said that with the public commitments that they had from the six care providers in May of 2007 and had they been allowed to proceed we would now be discussing the grand opening of a hospital. Commissioner Gentry asked if based on our commitment to give you the money for operations, outside the parameters of the lawsuit, would there be a possibility of moving forward. Mr. Davey said this will need to be thought out and discussed with the finance people.

Commissioner Holliday asked if it mattered how many people file an appeal. Ms. Marsan clarified that a suit filed by one person or a hundred, they are all subject to the same rules of the court procedures.

Commissioner Medina said the commission needs to consider alternatives and work something out for the tax payers, either move forward for a hospital or return the money back to the tax payers. The board agreed that alternatives should be discussed.

Attorney Brown briefly clarified that the mill levies is authorized by statute to be used for operation and maintenance of a hospital. That is what this contract intends to do subject to the litigation. He does not believe there is a way to side-step this but will look into this if the commission instructs them to do so.

c) Report of Free Holders Re: Las Piedras Road – Frank Barr

Freeholder Frank Barr reported the synopsis of Las Piedras Road which is evident that there is not enough development to warrant any extensive improvement. Freeholders recommended that the county should not include this conveyance in the Valencia County Road Maintenance Schedule.

d) Report of Directors – Directors

County Manager Eric Zamora informed the commission that a report from Code Enforcement and a brief financial analysis update was in each of the commissioner's packet.

Business Manager Kenneth Griego gave a brief projected report of the 2010/2011 financial status.

e) Reports from Boards, Commissions & Committees – County Commission

Commissioner Holliday asked the status of Conejos Transfer Station's new operating hours. County Manager Eric Zamora said the hours of operation are new and are beginning to see public awareness. Due to positive public response the fee schedule program is working.

7. Action Items

Board of County Commissioners convenes as Indigent Claims Board

Commissioner Medina moved to convene as the Indigent Claims Board. Seconded by Commissioner Kirkham. Motion carried unanimously.

a) Indigent Report/Appeals

Minutes for August 19, 2009 Regular Business Meeting

Ms. Baker presented the Indigent Claims from July 2, 2009 to August 6, 2009. The amounts of claims submitted are \$625,979.08. Ms. Baker requested approval of \$67,086.93 and to deny \$558,892.15.

Commissioner Medina moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. **(See Exhibit A)**

Ms. Baker presented the Indigent Claims Appeal for Adeline Acanfrio and requested approval to pay Presbyterian Hospital the amount of \$822.36.

Commissioner Medina moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. **(See Exhibit B)**

Ms. Baker presented the Indigent Claims Appeal for Roseannette Lopez and requested approval to pay Presbyterian Hospital the amounts of \$430.43 and \$2,569.57 for a total of 3,000.00.

Commissioner Kirkham moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. **(See Exhibit C)**

The Board asked for a balance of the Indigent Fund and could the qualification guidelines be increased. Ms. Baker estimated 1.6 million dollars in the Indigent fund and would look into the procedures of increasing qualification guidelines.

Board Re-Convenes as Board of County Commissioners

Commissioner Medina moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.

b) Consideration to Approval Resolution 2009-36, of Acceptance Las Piedras for as a County Maintained Road (tabled: 8/5/2009) – Eric Zamora

County Clerk Sally Perea administered oath to those wishing to speak on this item.

Partner of Arroyo Ranch Managing Mr. Nino Trujillo presented each commissioner with a presentation packet and gave a brief history starting in 1992. An agreement between the County Commission and Arroyo Ranch was made to exchange dirt for the land fill in return for maintaining Las Piedras.

Commissioner Gentry asked if any documentation was filed. Mr. Trujillo said in 1992 a survey was done and the plat was given to the County Manager and trusted that it was to be filed. Mr. Trujillo said he found out years later the survey was not filed and pointed out the date of the survey which states 1993.

Commissioner Holliday asked is there any other access to the landfill. Mr. Trujillo explained the distance of other access roads to the Belen Transfer Station and that this road is a public easement.

Former Valencia County Chairman and the first planner for the county, Solomon Montano gave a brief history of Calle de Baca then known as Las Piedras. Mr. Montano stated when he was county commissioner he started the procedure to straighten out the road and that it has always been considered a county road. He explained the county was forced to close the old landfill and Mr. Trujillo was kind enough to give the county dirt to cover the landfill. In return the county would straighten the road and it was considered a public safety issue because the residents that live on top of the mesa need fire and EMS response. Mr. Montano also stated that the commission approved funding for a fence in 1992 as part of the agreement and this should be somewhere in the record. George Marquez had been paid for the 60 foot easement and it has always been maintained by the county since 1972 before the stats.

Commissioner Medina said that he has seen the road and has concerns if the county does not do anything Mr. Trujillo will block it.

Commissioner Gentry moved to accept the road, under extraordinary circumstances; conditioned upon bringing it up to specs, in the meantime the county will do a courtesy grading and courtesy maintenance of the road. Seconded by Commissioner Medina. Motion carried unanimously. **(See Exhibit D)**

County Clerk Sally Perea announced Resolution 2009-36.

Board called for a five minute break.

c) Consideration of 2009 Protest Members "Assessor's Office" – Viola Vallejos

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. **(See Exhibit E)**

d) Consideration of Non-Metro Area Agency on Aging Vendor Agreement – Kenneth Griego

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit F)

e) Consideration of Memorandum of Agreement between Midwest CAP and Valencia County for the lease to Midwest CAP a modular building to situated in Tome – Kenneth Griego

Commissioner Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit G)

f) Consideration of Award Bid #181, Architect Administrative Building and to enter into Contract negotiations – Kenneth Griego

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Commissioner Medina voted yes. Commissioner Holliday voted no. Chairman Rael voted no. Commissioner Gentry voted yes. Commissioner Kirkham voted no. Motion failed 3-2.

Commissioner Kirkham moved to approve Village Architects. Seconded by Commissioner Holliday. Commissioner Medina voted no. Commissioner Holliday voted yes. Chairman Rael voted yes. Commissioner Gentry voted no. Commissioner Kirkham voted yes. Motion carried 3-2. (See Exhibit H)

g) Consideration of affirmation of Commission Policy of Telephonic participation at Public Meetings by Individual Commissioners and affirmation of prior telephonic votes – County Commission

Chairman Rael said there were three meetings with telephonic participation and there were concerns whether or not telephonic participation for a commissioner was appropriate for this year. He explained that a resolution was passed for the year 2008, which specifically states, by rule of this commission, that telephonic participation was allowed. At the beginning of this year at the Organization Meeting that portion was left out. He further stated that it was not mentioned one way or another that telephonic participation could occur and this commission continued to do business in some cases by telephone. Chairman Rael said in a case when a commissioner is gone it is necessary to vote and to participate telephonically which is allowed by statute. He clarified that this commission has approved the minutes of all votes and no objection was raised.

County Attorney Dave Pato said that the Attorney General, to eliminate confusion, recommends adopting a resolution that clearly states participation by telephone. Commissioner Medina recommended the resolution be presented at the next meeting for a vote.

Commissioner Holliday said once a resolution is passed it is basically a law and cannot be changed unless another resolution supersedes it.

County Attorney Dave Pato explained that Resolution 2008-01 was passed and read the section indicating the participation by telephone. He said there is no provision that prohibits telephone participation.

Chairman Rael made a two fold motion 1) to adopt a new resolution to affirm the commission policy of telephonic participation at public meetings by individual commissioners, 2) Affirmation of prior telephonic votes. Seconded by Commissioner Holliday. Motion carried 3-2. Commissioner Gentry voted no. Commissioner Medina voted no.

1) Consideration of Policy regarding Sheriff's Budgeted Travel Expenditures – Rene Rivera

Commissioner Medina moved for approval and to restore the out of state travel restriction. Seconded by Commissioner Gentry. Discussion made regarding the budget. Motion carried unanimously. (See Exhibit I)

2) Acknowledge for Final Budget FY2009/2010 – Approval from Department of Finance – Wilma Abril

Commissioner Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit J)

3) Consideration of Approval Payroll/Warrants – Wilma Abril

Ms. Abril presented the attached computer printout list of all checks issued by the Manager's Office on August 14, 2009 covering vendor bills.

Commissioner Medina moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit K)

Minutes for August 19, 2009 Regular Business Meeting

Ms. Abril presented the attached computer printout list of all checks issued by the Manager's Office on August 14, 2009 covering payroll.
Commissioner Medina moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit L)

8. **Executive Session- Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation, and c. other specific limited topics that are allowed or authorized under the stated statute.**

None.

9. **Action Item(s) on Executive Session Discussions**

None.

10. **County Manager's Report (Information Only)**

♦ **Los Lunas Corridor Study Report**

♦ **First Annual Valencia County Community Expo-August 15-22, 2009**

County Manager Eric Zamora reported on the Los Lunas Corridors Transportation System Improvement Options that were evaluated by the Steering committee and said the next meeting would be held on Tuesday, August 25, 2009, 4:00 PM at the new Department of Transportation Building located at the train depot.

The County Community Expo will be located next to Tillery's Dealership near I-25, on August 15-22, 2009.

Mr. Zamora invited the commission to attend a communication and interactions meeting with all the department heads Friday, August 21, 2009 at 2:00 PM in the County Commission Room.

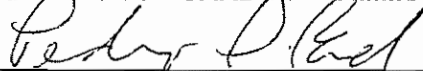
11. **The next Regular Meeting of the Valencia County Board of County Commission will be held on September 2, 2009 at 5:00 PM in the County Commission Room at the Valencia County Courthouse.**

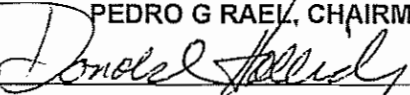
12. **Adjournment**

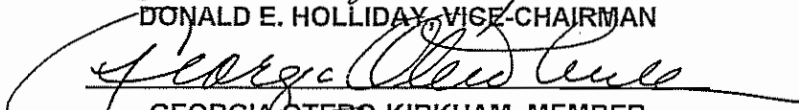
Commissioner Medina moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. Time 10:15:51 PM

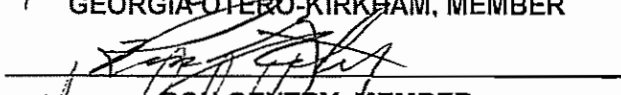
NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, August 19, 2009 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS


PEDRO G. RAEI, CHAIRMAN

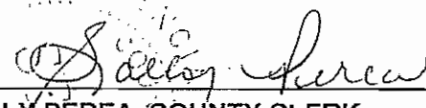

DONALD E. HOLLIDAY, VICE-CHAIRMAN


GEORGIA OTERO-KIRKHAM, MEMBER


RON GENTRY, MEMBER


DAVID MEDINA, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK

DATE

August 19, 2009

Regular Business Meeting

Exhibits

A - L



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

August 19, 2009

Dear Commissioners,

I would like to present the Indigent Claims from July 2, 2009 to August 6, 2009. The total amount of claims submitted is \$625,979.08. I ask the Commission to approve \$67,086.93 and to deny \$558,892.15. There were 75 claims submitted, the breakdown is as follows:

- 33 - 44.00% - UNM Health Sciences Center
- 21 - 28.00% - Living Cross Ambulance
- 14 - 18.65% - Presbyterian Hospital
- 1 - 1.35% - UNM Medical Group
- 1 - 1.35% - Lovelace Medical Center
- 1 - 1.35% - Radiology Associates
- 3 - 3.95% - Presbyterian Medical Group
- 1 - 1.35% - Alta Vista Regional Hospital

The payment for approved claims is as follows:

- \$ 41,150.33 - UNM Health Sciences Center
- 4,592.00 - Living Cross Ambulance
- 20,160.94 - Presbyterian Hospital
- 8.36 - UNM Medical Group
- 0.00 - Lovelace Medical Center
- 31.57 - Radiology Associates
- 131.61 - Presbyterian Medical Group
- 1,012.12 - Alta Vista Regional Hospital

There are 18 applicant denials which are:

- 9187 and 9188 - Missed Appointment
- 9163, 9172, 9173, 9174, 9175, 9176 and 9189 - No Response
- 9154, 9156, 9157, 9160 and 9167 - Income
- 9193 - Residency
- 9151 and 9186, - Insurance Balance
- 9197 - 90 Day Limit

BOOK 068

PAGE 101

EXHIBIT A

The unpaid balance of the medical bills for the approved claims is \$414,033.55 and the unpaid balance of the ambulance bills for approved claims is \$9,011.70.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara A. Baker".

Barbara A. Baker

VALENCIA COUNTY COMMISSION MEETING

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Georgia Otero-Kirkham

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Ron Gentry

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Kaseman-Presbyterian	004020113-9154	9149	954.60	219.55	735.05
Living Cross Ambulance	14610	9150	1,405.17	1,005.17	400.00
UNM Health Sciences Center	180557522	9150	1,698.95	948.95	750.00
UNM Health Sciences Center	181138637	9150	10,020.38	7,770.38	2,250.00
Presbyterian Hospital	000939641-9156	9151	1,068.00	1,068.00	0.00
Living Cross Ambulance	18654	9152	1,199.97	799.97	400.00
Presbyterian Hospital	020639660-9165	9152	53,495.04	50,495.04	3,000.00
Living Cross Ambulance	15214	9153	1,391.49	991.49	400.00
UNM Health Sciences Center	180875338	9153	1,561.00	359.03	1,201.97
UNM Health Sciences Center	182246611	9154	5,289.85	5,289.85	0.00
Living Cross Ambulance	18129	9155	1,391.49	991.49	400.00
Presbyterian Hospital	001081237-9152	9155	4,223.00	2,723.00	1,500.00
UNM Health Sciences Center	182428284	9155	4,557.00	3,057.00	1,500.00
Living Cross Ambulance	18668	9156	1,364.13	1,364.13	0.00
Living Cross Ambulance	18908	9156	1,241.01	1,241.01	0.00
Living Cross Ambulance	19008	9156	1,241.01	1,241.01	0.00
UNM Health Sciences Center	181629122	9157	23,368.53	23,368.53	0.00
UNM Health Sciences Center	181985771	9158	6,903.69	3,903.69	3,000.00
TOTALS			122,374.31	106,837.29	15,537.02

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Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	181899527	9159	1,131.00	260.13	870.87
Presbyterian Hospital	020637234-9151	9160	13,955.56	13,955.56	0.00
UNM Health Sciences Center	179405758	9161	6,676.25	3,676.25	3,000.00
Living Cross Ambulance	12806	9162	672.59	272.59	400.00
Living Cross Ambulance	19160	9163	903.80	903.80	0.00
UNM Health Sciences Center	181629171	9164	5,390.35	4,390.35	1,000.00
UNM Health Sciences Center	182594457	9164	15,253.13	13,253.13	2,000.00
UNM Health Sciences Center	181988833	9165	1,971.70	453.50	1,518.20
Presbyterian Hospital	001349567-9188	9166	6,832.00	3,832.00	3,000.00
Living Cross Ambulance	19022	9167	1,241.01	1,241.01	0.00
Lovelace Medical Center	5587477	9167	1,218.00	1,218.00	0.00
Presbyterian Hospital	020630837-9119	9168	1,203.40	276.79	926.61
Presbyterian Hospital	020630837-9192	9168	16,569.00	14,495.61	2,073.39
Living Cross Ambulance	19630	9169	1,336.37	936.37	400.00
Living Cross Ambulance	19794	9169	1,365.83	965.83	400.00
Presbyterian Hospital	020504831-9171	9169	35,679.75	33,679.75	2,000.00
Presbyterian Hospital	020504831-9182	9169	21,123.72	20,123.72	1,000.00
Living Cross Ambulance	16335	9170	103.02	7.02	96.00
TOTALS			132,626.48	113,941.41	18,685.07

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Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	182172924	9171	8,856.21	5,856.21	3,000.00
UNM Health Sciences Center	182308643	9172	5,567.50	5,567.50	0.00
UNM Health Sciences Center	181959123	9173	1,438.00	1,438.00	0.00
UNM Health Sciences Center	182152470	9173	43,162.75	43,162.75	0.00
UNM Health Sciences Center	181085564	9174	967.95	967.95	0.00
UNM Health Sciences Center	181682717	9175	557.75	557.75	0.00
UNM Health Sciences Center	181859729	9176	765.50	765.50	0.00
Living Cross Ambulance	19333	9177	1,199.97	799.97	400.00
UNM Health Sciences Center	182911297	9177	30,602.37	27,602.37	3,000.00
UNM Health Sciences Center	181257353	9178	6,419.95	3,419.95	3,000.00
UNM Health Sciences Center	180897662	9179	5,419.10	2,419.10	3,000.00
UNM Health Sciences Center	180556342	9180	21,718.20	18,718.20	3,000.00
Living Cross Ambulance	19154	9181	1,131.57	731.57	400.00
UNM Health Sciences Center	182840967	9181	136,372.99	133,372.99	3,000.00
Presbyterian Hospital	020641564-9175	9182	19,467.00	16,467.00	3,000.00
Living Cross Ambulance	18386	9183	1,254.69	854.69	400.00
UNM Health Sciences Center	182494518	9183	22,522.87	19,522.87	3,000.00
Living Cross Ambulance	20088	9184	110.94	14.94	96.00
TOTALS			307,535.31	282,239.31	25,296.00

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Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	181911314	9185	77.00	17.71	59.29
Presbyterian Hospital	020606094-9132	9186	3,771.68	3,771.68	0.00
Living Cross Ambulance	16507	9187	1,323.09	1,323.09	0.00
Living Cross Ambulance	19163	9188	1,013.24	1,013.24	0.00
Presbyterian Hospital	001102290-9179	9189	17,384.23	17,384.23	0.00
UNM Health Sciences Center	181015603	9190	9,285.65	6,753.07	2,532.58
UNM Health Sciences Center	181049800	9190	607.05	139.63	467.42
Living Cross Ambulance	19607	9191	1,040.60	640.60	400.00
Alta Vista Regional Hospital	0433283	9192	1,314.45	302.33	1,012.12
UNM Health Sciences Center	183046945	9193	249.00	249.00	0.00
UNM Health Sciences Center	183047182	9193	2,237.08	2,237.08	0.00
UNM Health Sciences Center	183089614	9193	76.00	76.00	0.00
Living Cross Ambulance	20246	9193	1,321.64	1,321.64	0.00
UNM Health Sciences Center	183447077	9193	2,180.35	2,180.35	0.00
Presbyterian Physicians	689095	9194	107.00	75.43	31.57
Radiology Associates	14113590	9194	35.23	3.66	31.57
Presbyterian Physicians	682935	9195	107.00	81.07	25.93
Presbyterian Hospital	004013094-9198	9196	18,165.24	15,239.35	2,925.89
TOTALS			60,295.53	52,809.16	7,486.37

VALENCIA COUNTY COMMISSION MEETING

Pedro G. Rael, Chair

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham

David R. Medina

Ron Gentry

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Physicians	BL10020952030	9196	185.00	110.89	74.11
UNM Health Sciences Center	183011634	9197	2,940.45	2,940.45	0.00
UNM Medical Group	I13984209	9197	22.00	13.64	8.36
Valencia County Commissioners			3,147.45	3,064.98	82.47
			625,979.08	558,892.15	67,086.93

Pedro G. Rael, Chair

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham

David R. Medina

Ron Gentry

Peter. And
 Dennis H. [unclear]
 George [unclear]
 [unclear]
 [unclear]

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

August 19, 2009

D NO.	Birth		Sex	Provider Name	Date(s) of		Diagnosis	Billed	Reason for	
	Date				Service				Paid	Denial
149	10/08/44	F	Kaseman-Presbyterian		06/03/09		Torn Tendon - Leg	954.60	735.05	
150	06/27/89	M	Living Cross Ambulance		03/22/09		4 Wheeler Accident	1,405.17	400.00	
			UNM Health Sciences Center		03/22/09	*	*	1,698.95	750.00	
			UNM Health Sciences Center		04/15/09	*	*	10,020.38	2,250.00	
151	01/15/40	M	Presbyterian Hospital		06/05-06/15/09		Triple Bypass Surgery	1,068.00	0.00	Insurance Balance
152	09/20/57	F	Living Cross Ambulance		06/14/09	*	Heart Attack	1,199.97	400.00	
153	02/27/55	F	Presbyterian Hospital		06/14-06/18/09	*	*	53,495.04	3,000.00	
			Living Cross Ambulance		04/03/09		Depression	1,391.49	400.00	
			UNM Health Sciences Center		04/03/09	*	*	1,561.00	1,201.97	
154	11/04/58	F	UNM Health Sciences Center		05/27/09		Kidney Infection	5,289.85	0.00	Income
155	11/03/57	F	Living Cross Ambulance		06/01/09		Seizures	1,391.49	400.00	
			Presbyterian Hospital		06/01/09	*	*	4,223.00	1,500.00	
156	08/12/59	F	UNM Health Sciences Center		06/03/09	*	*	4,557.00	1,500.00	
			Living Cross Ambulance		06/11/09		Chest Pain	1,364.13	0.00	Income
			Living Cross Ambulance		06/16/09	*	*	1,241.01	0.00	*
			Living Cross Ambulance		06/18/09	*	*	1,241.01	0.00	*
157	08/05/56	F	UNM Health Sciences Center		05/02-05/08/09		Stroke	23,368.53	0.00	Income
158	05/17/57	M	UNM Health Sciences Center		05/18/09		Hernia Surgery	6,903.69	3,000.00	
159	06/06/87	F	UNM Health Sciences Center		05/13/09		Anxiety Attack	1,131.00	870.87	
160	03/12/58	F	Presbyterian Hospital		06/01/09		Pancreatitis	13,955.56	0.00	Income
161	02/03/87	F	UNM Health Sciences Center		02/09/09		Tonsillectomy	6,676.25	3,000.00	
162	06/12/82	M	Living Cross Ambulance		02/17/09		Assault	672.59	400.00	
163	11/14/58	M	Living Cross Ambulance		06/22/09		Behavioral	903.80	0.00	No Response
164	11/30/86	F	UNM Health Sciences Center		05/02/09		Abdominal Pain	5,390.35	1,000.00	
165	02/20/53	F	UNM Health Sciences Center		06/11-06/13/09		Gall Bladder Surgery	15,253.13	2,000.00	
166	10/08/85	F	Presbyterian Hospital		05/15/09		Broken Wrist	1,971.70	1,518.20	
167	01/20/79	F	Living Cross Ambulance		07/07-07/08/09		Miscarriage	6,832.00	3,000.00	
			Lovelace Medical Center		06/18/09		Assault	1,241.01	0.00	Income
			Presbyterian Hospital		06/19/09	*	*	1,218.00	0.00	*
168	05/05/60	F	Presbyterian Hospital		04/29/09		Diabetic	1,203.40	926.61	

169	06/07/73	F	Presbyterian Hospital	07/11-07/14/09	*	16,569.00	2,073.39
			Living Cross Ambulance	07/01/09	Esophagus Tear	1,336.37	400.00
			Living Cross Ambulance	07/04/09	*	1,365.83	400.00
			Presbyterian Hospital	06/20-06/25/09	*	35,679.75	2,000.00
			Presbyterian Hospital	07/01-07/04/09	*	21,123.72	1,000.00
170	10/03/59	M	Living Cross Ambulance	04/24/09	Nose Bleed	103.02	96.00
171	03/25/90	M	UNM Health Sciences Center	05/25-05/28/09	Abdominal Tumor	8,856.21	3,000.00
172	04/24/64	M	UNM Health Sciences Center	05/29-05/31/09	Kidney Infection	5,567.50	0.00 No Response
173	03/21/58	F	UNM Health Sciences Center	05/14/09	Thyroid	1,438.00	0.00 No Response
			UNM Health Sciences Center	05/22-06/15/09	*	43,162.75	0.00 *
174	07/11/84	M	UNM Health Sciences Center	04/11/09	Unknown	967.95	0.00 No Response
175	10/14/65	F	UNM Health Sciences Center	05/05/09	Chronic Pain	557.75	0.00 No Response
176	05/11/09	M	UNM Health Sciences Center	05/11/09	Thumb Injury	765.50	0.00 No Response
177	12/12/55	M	Living Cross Ambulance	06/23/09	Heart Attack	1,199.97	400.00
			UNM Health Sciences Center	06/23-06/26/09	*	30,602.37	3,000.00
178	03/01/62	F	UNM Health Sciences Center	04/19/09	Chest Pain	6,419.95	3,000.00
179	08/26/44	F	UNM Health Sciences Center	04/05-04/07/09	Pneumonia	5,419.10	3,000.00
- 180	03/16/86	F	UNM Health Sciences Center	03/22-03/26/09	Assault	21,718.20	3,000.00
181	01/15/51	F	Living Cross Ambulance	06/21/09	Congestive Heart Failure	1,131.57	400.00
			UNM Health Sciences Center	06/21-07/09/09	*	136,372.99	3,000.00
- 182	06/19/60	M	Presbyterian Hospital	06/24-06/25/09	Prostate Infection	19,467.00	3,000.00
- 183	04/24/60	M	Living Cross Ambulance	06/06/09	Stroke	1,254.69	400.00
			UNM Health Sciences Center	06/06-06/10/09	*	22,522.87	3,000.00
184	03/16/58	M	Living Cross Ambulance	07/06/09	Bone Cancer	110.94	96.00
185	06/16/65	M	UNM Health Sciences Center	05/13/09	Skin Cancer	77.00	59.29
186	09/13/44	M	Presbyterian Hospital	05/21-06/07/09	Abdominal Aneurysm	3,771.68	0.00 Insurance Balance
187	09/24/68	M	Living Cross Ambulance	04/29/909	Chest Pain	1,323.09	0.00 Missed Appointment
188	04/11/74	M	Living Cross Ambulance	06/21/09	Back & Ankle Pain	1,013.24	0.00 Missed Appointment
189	04/11/74	F	Presbyterian Hospital	06/28-07/01/09	Tubal Pregnancy	17,384.23	0.00 No Response
190	08/17/79	M	UNM Health Sciences Center	04/09/09	Appendectomy	9,285.65	2,532.58
			UNM Health Sciences Center	04/10/09	Medication Reaction	607.05	467.42
191	04/26/72	M	Living Cross Ambulance	06/30/09	Suicidal	1,040.60	400.00
192	11/29/90	M	Alta Vista Regional Hospital	06/05/09	Finger Injury	1,314.45	1,012.12
193	09/24/84	F	UNM Health Sciences Center	06/29/09	JAIL - Pregnancy	249.00	0.00 Residency
			UNM Health Sciences Center	06/29/09	*	2,237.08	0.00 *
			UNM Health Sciences Center	07/02/09	*	76.00	0.00 *
			Living Cross Ambulance	07/15/09	JAIL - Childbirth	1,321.64	0.00 *
			UNM Health Sciences Center	07/16-07/18/09	*	2,180.35	0.00 *

3194	07/30/66	M	Presbyterian Medical Group	06/30/09	JAIL - Chest X-Rays	107 00	31.57
*			Radiology Associates	06/30/09	*	35 23	31 57
3195	09/29/77	F	Presbyterian Medical Group	05/19/09	JAIL - Chest X-Rays	107 00	25 93
3196	01/10/70	F	Presbyterian Hospital	07/17-07/21/09	JAIL - Cellulites	18,165.24	2,925 89
*			Presbyterian Medical Group	07/17/09	*	185 00	74.11
3197	04/11/63	F	UNM Health Sciences Center	03/28/09	JAIL - Overdose	2,940 45	0.00 90 Day Limit
			UNM Medical Group	06/28/09	JAIL - Chest X-Rays	22 00	8.36
TOTAL						625,979 08	67,086 93



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

Date: August 19, 2009

To: Valencia County Board of County Commissioners

From: Barbara A. Baker: *BB*

Subj: Adeline Acanfrio

Ms. Acanfrio has requested an Indigent Appeal for the denial on July 15, 2009. Ms. Acanfrio was denied as she has an insurance balance with Presbyterian Hospital. Ms. Acanfrio does meet all of the Indigent requirements except she does have Medicare.

I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$1,068.00. If approved Valencia County Indigent would pay \$822.36 to Presbyterian Hospital.

Approved by the Board of County Commissioners at the regular meeting of August 19, 2009.

Pedro G. Rael, Chair

Donald E. Holliday

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham

David R. Medina

Ron Gentry

Ron Gentry

ATTESTED BY: *Sally Perea*

Sally Perea, Valencia County Clerk

EXHIBIT B

BOOK 068

PAGE 111



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

Date: August 19, 2009

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BA*

Subj: Roseannette Lopez

Ms. Lopez has requested an Indigent Appeal for the denial on June 18, 2009. Ms. Lopez was denied as her income was over the amount allowed. Ms. Lopez had to quit work due to her medical condition and currently she does not have any income.

I would like to recommend approval of two Presbyterian Hospital bills, one in the amount of \$559.00 and the other in the amount of \$6,385.00. If approved Valencia County Indigent would pay \$430.43 and \$2,569.57 for a total of \$3,000 to Presbyterian Hospital.

Approved by the Board of County Commissioners at the regular meeting of August 19, 2009.

Pedro G. Rael, Chair

Pedro G. Rael

Donald E. Holliday, Co-Chair

Donald E. Holliday

Georgia Otero Kirkham

David R. Medina

David R. Medina

Ron Gentry

ATTESTED BY:

Sally Perea

Sally Perea, Valencia County Clerk

EXHIBIT C

BOOK 068

PAGE 112

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 2009-36**

**ACCEPTANCE OF ROAD MAINTENANCE RESPONSIBILITIES FOR LAS
PIEDRAS ROAD**

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, August 19, 2009 at 6:00 p.m. in the County Commission Chambers located at 444 Luna Ave. Los Lunas, New Mexico 87031; and

WHEREAS, the property owners along Las Piedras Road have requested that the Board of County Commissioners of the County of Valencia consider the acceptance of said road; and

WHEREAS, testimony at the meeting demonstrated that the Las Piedras Road is a public road; and,

WHEREAS, accepting maintenance of said road would afford the County of Valencia the opportunity to include such road on the road list submitted to the Secretary of Transportation so that the County would be eligible for funding of maintenance cost; and,

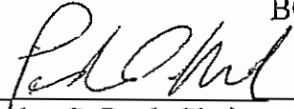
WHEREAS, the Board of County Commissioners has determined that acceptance of maintenance of the said road would promote the health, welfare, and safety of the residents of Valencia County.

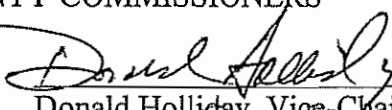
NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners shall accept full maintenance responsibilities for the road, as shown on the table heretofore attached & depicted on the accompanying maps, upon certification by the County Manager that the road has been built to the standards as set forth in Chapter 94 of the Valencia County Code of Ordinances.


NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Valencia County Board of County Commissioners shall accept limited maintenance responsibilities for the road in order to have emergency ingress & egress to protect the health safety and welfare of the County's citizens. The County will perform limited maintenance of the road at the County Manger's discretion, in order to fulfill that limited purpose, until such time as the road is built to the standards of Valencia County.

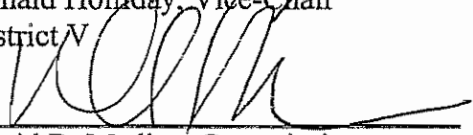
PASSED, APPROVED, AND ADOPTED, on this 19th day of August, 2009.

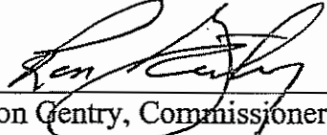
BOARD OF COUNTY COMMISSIONERS


Pedro G. Rael, Chair
District I

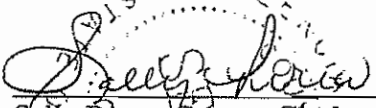

Donald Holliday, Vice-Chair
District V


Georgia Otero-Kirkham, Commissioner
District II


David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk

ARROYO RANCH PARTNERSHIP

P.O. Box 948
Belen, NM 87002

February 24, 2009

Eric Zamora
Valencia County Manager
P.O. Box 1119
Los Lunas, NM 87031



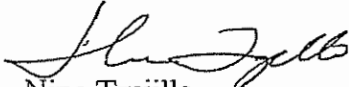
Dear Mr. Zamora,

I am the managing partner of Arroyo Ranch Partnership; our property is 1,700 acres and is located in Belen south of Camino Del Llano. Several years ago about 1992, my partners and I dedicated to the county a 60 foot road that runs along the north side of our property. In consideration we gave the county fill dirt to cover the Valencia County Landfill. Enclosed are pictures of when this had taken place. We also installed a fence for the 60 foot road. About 5 years ago the county removed all trash on the road. Recently one of my partners and I drove along the road and took pictures within the 60 foot road of all the trash that has been dumped, and it is clear it has not been maintained. Enclosed are pictures of the way the road currently looks with tons of trash and dead animals that have been dumped. I have also enclosed an aerial photograph of the property showing the public road along with the Valencia County Landfill as well as the City of Belen Transfer Station.

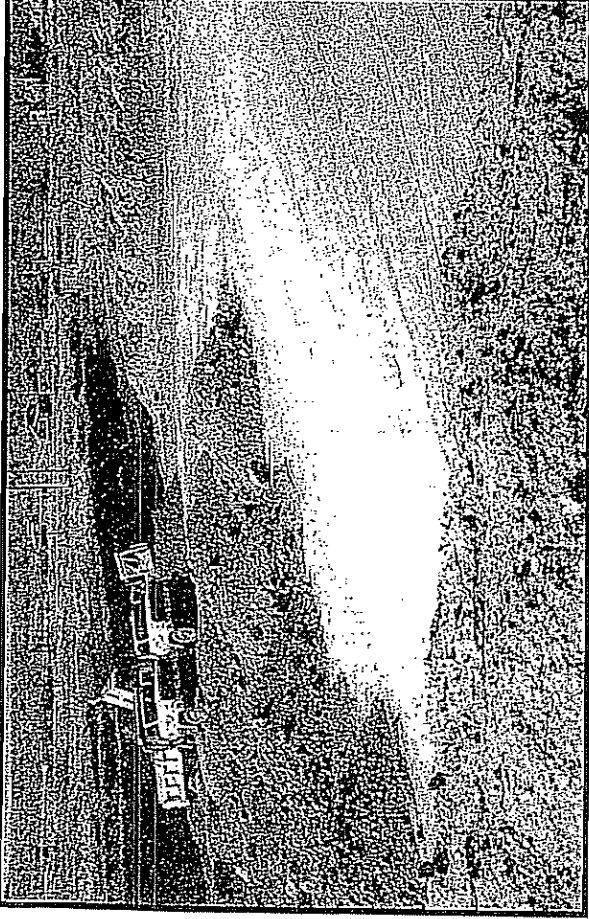
There have been several complaints from adjacent neighbors. My partners and I would like to make an appointment to meet with you as well as the county commissioners at the property at your earliest convenience.

Thank you for your help on this matter, I can be reached on my cell at 450-8179.

Sincerely,


Nino Trujillo
Managing Partner
Arroyo Ranch Partnership

cc Valencia County Commissioners
Arroyo Ranch Partners



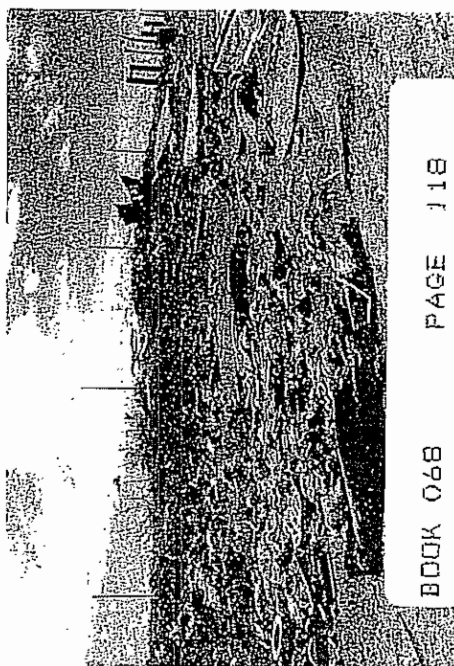
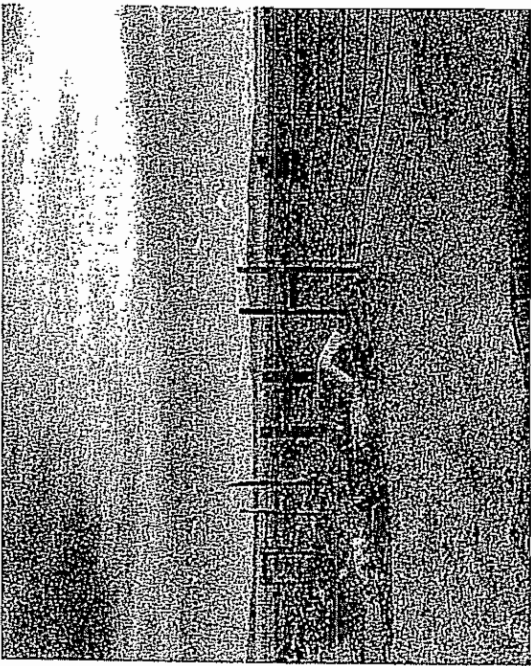
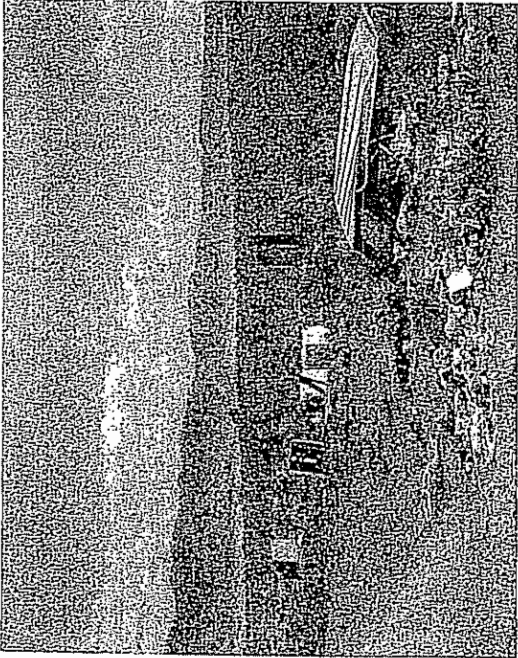
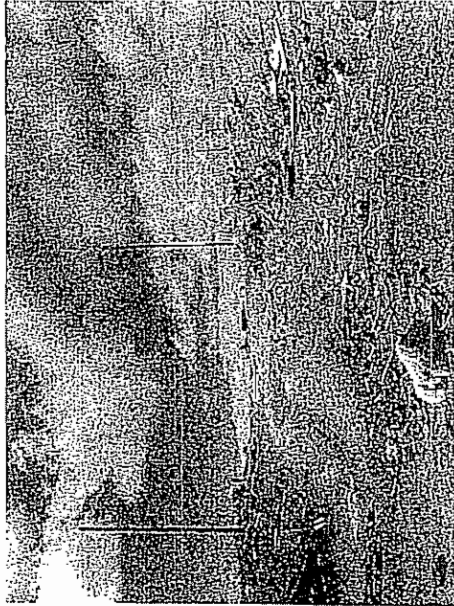
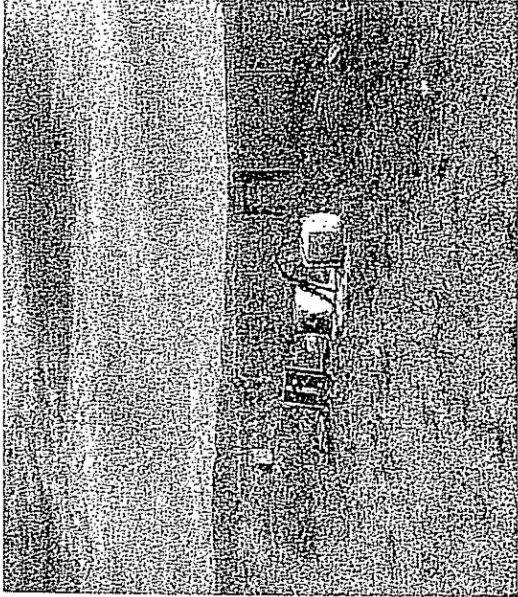
Pictures show the County hauling dirt from Arroyo Ranch Property to cover the landfill.



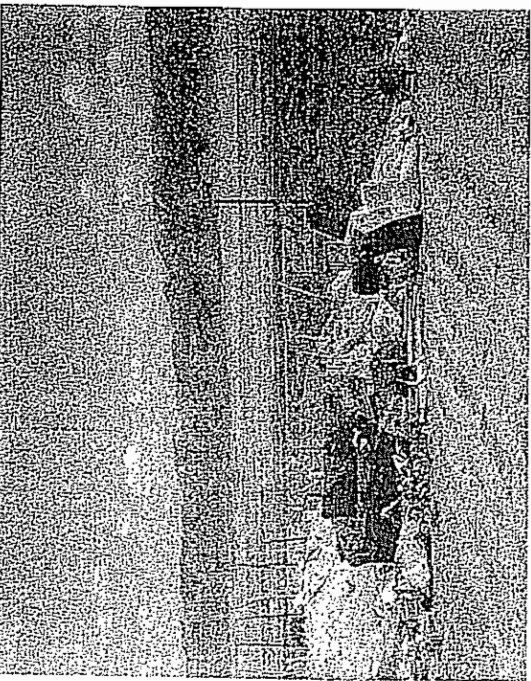
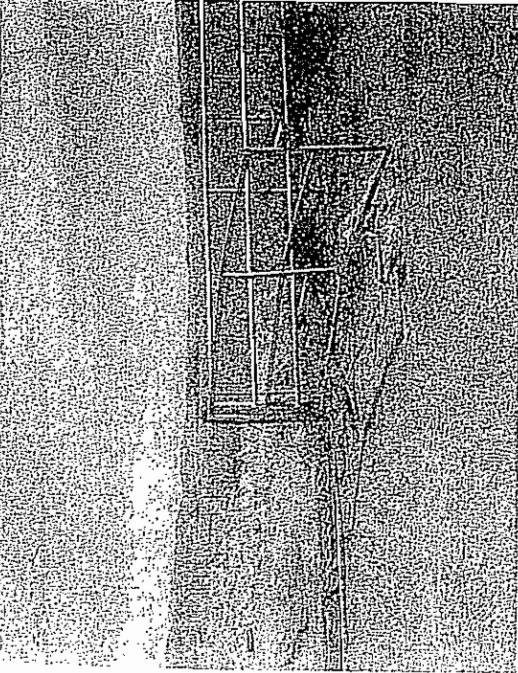
These pictures show the dirt that was taken from Arroyo Ranch Property



This picture shows the 60 foot road going west



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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Viola Vallejos
Individual Making Request: Viola Vallejos
Presentation at Meeting on: August 19, 2009
Date Submitted: July 28, 2009
Title of Request:

Action Requested of Commission:

Pursuant to NMSA 1978 7-38-25 A-(1) & (2) (1997) consideration of approval of 2009 protest board members.

1. Ambrose Chavez (Gerald Chavez Realty 2. Jerome Moya (Caldwell Bankers) 3. Mike Milan (Remax Gallery) Alternate.

Information Background and Rationale

Every two years as requested by the State. Members must be approved by the County Commission.

What is the Financial Impact of this Request?

Expenses will come out of Valencia County Assessors office budget. Each board member will be paid \$ 80.00 per day. Protest dates are September 1,2,3

Staff Comments

Legal:
AR

Finance:
WA

County Manager:
EZ

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

Valencia County, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2009, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

I. SCOPE OF SERVICES.

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

Service:

Congregate Meals
Home Delivered Meals
Homemaker/Housekeeping
Adult Day Care
Respite
Transportation
IID Health Promotion Activities
Chore Services
Other Health Promotion Activities (Non IID)
IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.

- **Therapeutic meal or liquid supplement** – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

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

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

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

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

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

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

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

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care	One Hour

Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IIID/Non-IIID)	OneContact/OneHour (Home Safety)
Chore	One Hour

IIIE Family Caregiver Support Program - Title III-E federal funds must be used to provide a multifaceted system of services for family caregivers and grandparent caregivers. The following are the allowable service categories:

1. Information about available services (e.g. public education, participation at health fairs, etc);
2. Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);
3. Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);
4. Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities
5. Supplemental services, on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Service Area: Valencia County

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

B. **Payment for Services.** For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, including gross receipts tax, not to exceed \$401,887 said aggregate amount to be derived from the following sources, when units are met.

1. \$42,540 from Title III-B of the OAA;
2. \$76,295 from Title III-C1 of the OAA;
3. \$21,714 from Title III-C2 of the OAA;
4. \$- from Title III-D of the OAA;
5. \$- from Title III-E of the OAA; and
6. \$261,338 from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$6.64	\$3.9909	32188	650
Home Delivered Meals	\$5.58244	\$2.6352	77974	350
Transportation	\$7.4292	\$4.8505	14009	210
Assisted Transportation	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Health Promotion	\$	\$		
Homemaker/Housekeeping	\$	\$		
NFCSP – Family Caregivers				
CG - Counseling	\$	\$		
CG – Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		
GPRGC	\$	\$		

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

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

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

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

H. The Agency shall pay the Vendor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder. Within fifteen (15) days after the date the Agency receives written notice from the Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the Agency that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Agreement to the Vendor at the rate of 1.5% per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

2. TERMS OF AGREEMENT

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

A. The Vendor agrees to:

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

programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The letter of Commitment of local funds shall be submitted along with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Agrees to submit timely and accurate information necessary for reimbursement.
 - a. **All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.**
 - b. **Financials: By the 7th working day, submit official monthly revenue and expenditure reports with current year to date information. Submit Quarterly Trial Balance and or Profit and Loss statements.**
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.

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

1. Review original client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Original client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds not to exceed 12% of the negotiated funds. Once the Vendor submits a request for reimbursement the start-up of funds will be amortized.
7. Initiate the request for disbursement based on data available in SAMS.
8. **The Agency will only allow re-negotiation of cost of services based on special circumstances described by policy developed by the Agency.**
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES:**

- A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadline under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74.
The Vendor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
45CFR 92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2009 through June 30, 2010. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. **The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD, Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.**

2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (**Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.**) which facilitates a reconciliation of these audited costs to the final report. **The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.**
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. **The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.**
4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this

Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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

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

I. *Non-Discrimination Service Delivery.*

The Vendor will not, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
7. The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2009 and terminate on June 30, 2010, unless terminated pursuant to Paragraph V, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

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

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

6. BREACH OF AGREEMENT BY VENDOR.

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

1. The Vendor's failure to provide insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed hereunder and jeopardize their receipt of such services.

3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

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

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

7 APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the

Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

The Vendor 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 Agency.

10. SUBCONTRACTING.

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

11. RELEASE.

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

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired by the Vendor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor under this Agreement

shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Vendor.

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the

Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Vendor shall fully indemnify and defend Agency from any and all claims, costs, fees (including reasonable attorney's fees), obligations, fines, and liabilities resulting from conduct of Vendor, its employees, officers, directors, and agents, performed in relation to this Agreement.

22. INTERNAL DISPUTE MEDIATION

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

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. KEY PERSONNEL

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

1. Program Director
2. Financial Manager

24. NEW MEXICO EMPLOYEES HEALTH COVERAGE.

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July

- 1, 2008 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed one million dollars or;
- (2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed \$500,000 dollars or;
- (3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed \$250,000 dollars.
- B. Vendor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Vendor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

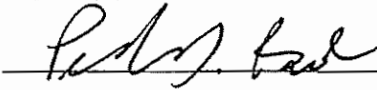
27. NOTICES.

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

AGENCY:

NCNMEDD
Attn: Nancy Arias
P.O. Box 5115
Santa Fe, NM 87502

VENDOR:



28. INSURANCE.

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

29. AUTHORITY.

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

The remainder of this page is left blank intentionally.

30. Signatures.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

Valencia County

Legal Name of Vendor/Contractor


Signature

Pedro G. Rael
Printed/Typed Name of Signatory

8/19/09
Date

NCNMEDD

Non-Metro Area Agency on Aging

Name of Area Agency on Aging


Signature

Barbara Deaux, Executive Director
Printed/Typed Name of Signatory

6-23-09
Date

BOOK 068

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NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD
(NGA)

GRANTEE: Valencia County ADDRESS: PHONE:			APPROVED BUDGET PERIOD FROM: 7/1/2009 TO: 6/30/2010		Grant/Action New/Cont: <input checked="" type="checkbox"/> Revision: <input type="checkbox"/> BAR: <input type="checkbox"/> Other: <input type="checkbox"/>		NGA DATE 7/28/2009	
DESCRIPTION			FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration			0	0	0	0	0	0
Title IIIB			0	0	0	0	0	0
Title IIIC1			0	0	0	0	0	0
Title IIIC2			0	0	0	0	0	0
Title IIID			0	0	0	0	0	0
Title IIIE			0	0	0	0	0	0
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIB Access			\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076
In-Home			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community All Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076
Title IIIC1 Meal Costs			\$ 76,295	\$ 52,163	\$ 57,871	\$ -	\$ 27,400	\$ 213,729
Subtotal			\$ 76,295	\$ 52,163	\$ 57,871	\$ -	\$ 27,400	\$ 213,729
Title IIIC2 Meal Costs			\$ 21,714	\$ 183,765	\$ 185,503	\$ -	\$ 44,303	\$ 435,285
SubTotal			\$ 21,714	\$ 183,765	\$ 185,503	\$ -	\$ 44,303	\$ 435,285
Title IIID Health Promotion			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE Alzheimer			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Giver Support			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEMONSTRATON DEMO GRANT								
ALZHEIMER Respite Care			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALL STATE OTHER			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS								
Title IIIB			\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076
Title IIIC1			\$ 76,295	\$ 52,163	\$ 57,871	\$ -	\$ 27,400	\$ 213,729
Title IIIC2			\$ 21,714	\$ 183,765	\$ 185,503	\$ -	\$ 44,303	\$ 435,285
Title IIID			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alzheimer Respite Care			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All State Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL			\$ 140,549	\$ 261,338	\$ 276,500	\$ -	\$ 74,703	\$ 753,090
COMPUTATION OF GRANT			B.Federal/State Shares will be comprised of:					
1.EstimatedTotal Cost..... \$ 753,090			a.Federal/State FY 20 ____ Federal State					
2.LESS Anticipated Proj. Inc. \$ 74,703			grant unearned					
3.Estimated Net Cost..... \$ 678,387			In previous project year(s)					
4.Non-federal and Non-state Share of Net Cost.....			b. Carry Over FY 20 ____ Federal State					
5.Proj. Inc. (Used as Match)..... \$ 74,703								
6.Federal Share of Net Cost..... \$ 140,549								
7.State Share of Net Cost.... \$ 261,338			c. New Obligational FY- Federal State \$ 140,549					
			Authority Herein Awarded State \$ 261,338					

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

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

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

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

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

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

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Barbara Deaux

Signature:
Barbara Deaux, Executive Director

Date:
6/23/09

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

Signature: *Bob S. Muhl*

Date: *8/19/09*

Signature:

Date:

ASSURANCES

Revised to incorporate the 2000 Reauthorization of the Older Americans Act

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

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

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

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

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

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

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

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

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

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

- BOOK 068 PAGE 141

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



Grantee Authorized Individual

8/19/09

Date

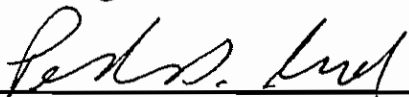
Program Director

Date

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

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

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

Organization	State
	8/19/09
Authorized Signature	Title
	Date

Printed Name of Authorized Signatory

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

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

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

Organization	State
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Authorized Signature	Title	Date
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*Vendor/Contractor Name***Executive Director****Mailing Address****City, Zip****Physical Address****City, Zip****County****Phone Number****Fax Number****e-mail address****Director****Mailing Address****City, Zip****Physical Address****City, Zip****County****Phone Number****Fax Number****e-mail address****Finance Contact****Mailing Address****City, Zip****Physical Address****City, Zip****County****Phone Number****Fax Number****e-mail address****Nutrition Services Contact****Mailing Address****City, Zip****Physical Address****City, Zip****County****Phone Number****Fax Number****e-mail address**

Vendor/Contractor Name	
Senior Employment Progr Contact	
Mailing Address	
City, Zip	
Physical Address	
City, Zip	
County	
Phone Number	
Fax Number	
e-mail address	
SAMS/Data Entry Contact	
Mailing Address	
City, Zip	
Physical Address	
City, Zip	
County	
Phone Number	
Fax Number	
e-mail address	
Site Manager	
Mailing Address	
City, Zip	
Physical Address	
City, Zip	
County	
Phone Number	
Fax Number	
e-mail address	
Site Manager	
Mailing Address	
City, Zip	
Physical Address	
City, Zip	
County	
Phone Number	
Fax Number	
e-mail address	

(attach additional pages if necessary)

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF VALENCIA

AND

THE MIDWEST CAP

WHEREAS, the County of Valencia is a body politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, Valencia County is one of the fastest growing counties in New Mexico; and,

WHEREAS, the influx of new residents in the last ten (10) years has caused all businesses and service providers to shuffle just to serve the new mass of people;

WHEREAS, with thousands of homes planned and being constructed from Belen to Los Lunas, it is projected that all service providers and businesses will be playing catch-up for years to come;

WHEREAS, this influx has seriously affected the Midwest CAP Adelino Early Childhood Development Center, which is at 100% capacity and 100% enrollment in all of its programs with waiting lists for all;

WHEREAS, the Midwest CAP Adelino Early Childhood Development Center is in desperate need of expansion as it tries to accommodate the sudden surge in population, and has requested and received an appropriation from the New Mexico Legislature.

NOW THEREFORE the parties hereby agree as follows:

This Agreement, made this 17th day of June, 2009, by and between Mid-West New Mexico Community Action Program, which runs the New Mexico Pre-K program, program of the State of New Mexico administered by the Children, Youth and Families Department, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Midwest CAP," which expression shall include Midwest CAP's assigns, and successors in interest, and the County of Valencia, a body politic and corporate, organized and existing under and by virtue of the laws of the State of New Mexico hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "County," which expression shall include the County, jointly and severally, and shall include County's assigns and successors in interest, WITNESSETH:

I. DEMISE OF PREMISES.

County, for and in consideration of the covenants and agreements herein contained to be kept and performed by Midwest CAP, Midwest CAP's assigns and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Midwest CAP the following-described modular building, to be situated at 2747 Highway 47, in Tome, County of Valencia, State of New Mexico, on land leased by the Belen Consolidated Schools to Mid-West New Mexico Community Action Program, to wit:

A 43' x 66' portable/modular triple classroom building, to be purchased pursuant to an award of the State of New Mexico Request for Capital Funding Application No. _____, under the New Mexico Pre-K Program, which shall be located at 2747 Highway 47 in Tome, New Mexico.

II. TERM OF LEASE.

The term of this lease shall be for a period of three (3) years, beginning on the day of first occupancy and expiring three (3) years thereafter, unless otherwise terminated or renewed as set forth herein. This lease may be renewed at the written option of Midwest CAP and the County.

III. RENT.

Midwest CAP, for and in consideration of this Lease and the use of said building by Midwest CAP, hereby agrees and covenants with County that, in lieu of the payment of rent for the said premises in the sum of Eight Hundred Dollars (\$800.00) a month, as appraised by Koch & Assoc., Real Estate Appraisals and Consultations, Midwest CAP will continue to provide pre-K services to the children of Valencia County at no charge to the County of Valencia, which represents an annual value of \$207,240 for 60 children, pursuant to the New Mexico Pre-K program.

IV. USE OF PREMISES.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises by County to Midwest CAP, hereby agrees and covenants with County to use and occupy the said premises for the express purpose of providing child care and education to the participants of the pre-K program described in Exhibit "A" which is attached hereto. Said building shall be constructed in a workmanlike manner and in compliance with all laws and regulations of the State of New Mexico and the County of Valencia. Midwest CAP agrees not to utilize the Building in a manner not consistent with its intended purpose. The Midwest CAP shall not use or occupy or permit the demised premises to be used or occupied, or to do or permit anything to be done in or on the demised premises, in a manner which will make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance required to be furnished hereunder, or which will cause or be likely to cause

structural damage to the demised premises or any portion thereof, or which will constitute a public or private nuisance. Further, the Midwest CAP shall not use or occupy or permit the demised premises to be used or occupied for any business, purpose, or use deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any present or future municipal, state and federal ordinances, laws, rules and regulations.

V. LIABILITY OF MIDWEST CAP.

Midwest CAP agrees and covenants that County shall not be liable for any damage to persons or property which may occur in or about said Building. Midwest CAP agrees to indemnify and hold harmless County from any and all claims and liability, which may arise as a result of Midwest CAP's use of the Building pursuant to this lease.

VI. LIABILITY OF COUNTY.

County shall not be liable for negligent or tortuous conduct of the Midwest CAP.

VII. REQUIREMENTS OF PUBLIC AUTHORITY.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with County that during the term of this Lease, Midwest CAP shall, at its own cost and expense, promptly observe and comply with all present and future municipal, state and federal ordinances, laws, rules and regulations affecting the demised premises or appurtenances thereto, or any part thereof, whether the same are in force and effect at the time of the commencement of the term of this Lease or may in the future be passed, enacted, or directed, and Midwest CAP shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, that may in any manner arise out of or be imposed because of the failure of the Midwest CAP to comply with the covenants and agreements of this paragraph. Further Midwest CAP hereby agrees and covenants with County that if Midwest CAP fails to comply promptly with any present or future municipal, state, and federal ordinances, laws, rules, and regulations, or fails to comply by such time that compliance may be required by law, County, may, at County's option, take such actions as may be necessary to comply with all present and future municipal, state, and federal ordinances, laws, rules, and regulations.

X. ASSIGNMENT AND SUBLETTING.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with County that neither Midwest CAP nor Midwest CAP's assigns or successors in interest shall assign this Lease or sublet the said demised premises, in whole or in part, without first obtaining the written consent of County therefor: that no assignment of this Lease or any subletting of the said demised premises, in whole or in part, shall be valid, except by and with the written consent of County first obtained; that the consent of County to any such assignment or subletting shall not operate to discharge Midwest CAP or Midwest CAP's assigns or successors in interest from their liability upon the agreements and covenants of this Lease, and

Midwest CAP and Midwest CAP's assigns and successors in interest shall remain liable for the full and complete performance of all the terms, conditions, covenants, and agreements herein contained as principals and not as guarantors or sureties, to the same extent as though no assignments or sublease had been made; that any consent of County to any such assignment or subletting shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against assignment and subletting; and that the following any such assignment or subletting, the assignee and/or sublettee shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment or subletting.

XI. UTILITY AND OTHER CHARGES.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with County to pay promptly all utility and other charges of whatsoever kind and nature, including charges for electrical, gas, garbage, sewage, telephone and other services, which may be incurred in connection with Midwest CAP's use of said premises.

XII. COUNTY'S RIGHT OF ENTRY AND TO MAKE ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with County and County's assigns, agents, attorneys, and successors in interest shall have the right at any time, upon reasonable notice to Midwest CAP, to enter upon the said premises, to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the said premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the said premises are being put at the time, but at no time shall County be compelled or required to make any improvements, alterations, or additions.

XIII. TAXES, OTHER ASSESSMENTS, AND INSURANCE.

Midwest CAP and County hereby covenant and agree that all taxes and special and general assessments of whatsoever kind and nature, extraordinary as well as ordinary, which have been or may be levied upon the modular building located shall be paid by Midwest CAP at the time when the same shall become due and payable.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with County to carry and maintain in full force and effect during the term of this Lease, and any extension or renewal thereof, at Midwest CAP's expense, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to County, with limits of coverage of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 in the aggregate for bodily injury or death liability for each accident, and property damage liability of not less than \$225,000.00, as would cover the replacement value of the building plus the buildings contents, for the benefit of both County and Midwest CAP as protection against all liability claims arising from the premises. Midwest CAP hereby agrees and covenants with County to deliver a copy of the insurance as soon thereafter as

practicable, and to give County not less than ten (10) days written notice informing County of the expiration of any such policy.

It is understood and agreed by and between the parties that a copy of each policy of fire and extended coverage insurance shall be provided to the parties hereto at the beginning of the term of this Lease, or as soon thereafter as practicable, and that the party who is responsible for paying the premiums on each policy of fire and extended coverage insurance shall give the other party not less than ten (10) days written notice informing the other party of the expiration of any such policy.

All policies required to be affected by Midwest CAP under this Lease shall be maintained in force throughout the lease term. A certificate of each policy or renewal policy maintained in force throughout the lease term shall be delivered to County at the mailing address specified in this Lease, and shall name the County "Additional Insured" and "Loss Payee." Each such certificate shall provide that no policy required to be maintained in force under this Lease shall be reduced in amount or canceled, nor any coverages or endorsements reduced, without thirty (30) days advance notice in writing given to County at the mailing address provided in this Lease.

The following coverages or endorsements must be included in the policy(ies) as it applies to the agreement: The coverage is *Primary* to any other applicable insurance carried by the County; the policy(ies) provides that the Midwest CAP shall defend, indemnify, and hold the County harmless for any damages or liability; the policy(ies) is written on an *occurrence* basis; the policy(ies) covers *Broad Form* property damage liability; and the policy(ies) covers *personal injury* (libel, slander, and trespass) liability.

XIV. HOLDING OVER.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, agrees and covenants with Countys that no holding over by Midwest CAP after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of County, shall operate to extend or renew this Lease, and that any such holdings over shall be construed as a tenancy from month to month at the monthly rental which shall have been payable at the time immediately prior to when such holding over shall have commenced, and such tenancy shall be subject to all the terms, conditions, covenants, and agreements of this Lease.

XV. BANKRUPTCY AND CONDEMNATION.

In no event shall this Lease be deemed an asset of Midwest CAP after the assignment for the benefit of creditors, the adjudication in bankruptcy, the appointment of a receiver or trustee, or the issuance of a Writ of Execution, a Writ of Attachment, a Writ of Replevin, or other court order against Midwest CAP or Midwest CAP's property whereby the demised premises or any building or buildings, or alterations, additions, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Midwest CAP. Further, Midwest CAP hereby covenants and agrees with County that in the event the said demised premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, this Lease shall automatically terminate, as to the part so taken, as of the date possession shall have been taken, and the rent reserved shall be adjusted so that Midwest

CAP shall be required to pay for the remainder of the term that portion of the rent reserved in the proportion that the said demised premises remaining after the taking for public or quasi-public use bears to the whole of the said demised premises before the taking for public or quasi-public use. All damages and payments resulting from the taking for public or quasi-public use of the said demised premises shall accrue to and belong to County, and Midwest CAP shall have no right to any part thereof.

XVI. DESTRUCTION.

Midwest CAP, for and in consideration of this Lease and the demise of the said premises, agrees and covenants with County that if at any time during the term of this Lease, or any extension or renewal thereof, the said demised premises shall be totally or partially destroyed by fire, flood, earthquake, or other calamity, then County shall have the option to rebuild or repair the building or buildings, and any alterations, additions, or improvements on the demised premises, in as good condition as they were immediately prior to such calamity; provided, however, that such rebuilding or repair shall be commenced within a period of thirty days after notice in writing to County of such destruction or damage. In such case, a just and proportionate part of the rental herein specified shall be abated until such demised premises shall have been rebuilt and repaired. In case, however, County shall within thirty (30) days following notice in writing to him of such damage elect not to rebuild or repair said premises, County shall notify Midwest CAP and, thereupon, this Lease shall terminate and become null and void. Moreover, in no event, shall County have any duty or obligation to rebuild or repair any signs, shelving, moveable furniture, equipment not affixed to the roof, walls, or floors as a permanent part of the realty, or any other personal property owned or leased by the Midwest CAP and used to carry out the purpose for which Midwest CAP is leasing the demised premises. If the premises cannot be used for a period of thirty (30) days this Lease shall terminate and become null and void.

XVII. SIGNS.

County and Midwest CAP covenant and agree that Midwest CAP may at Midwest CAP's own expense erect and maintain a sign or signs to carry out the purpose for which Midwest CAP is leasing and the said demised premises. Upon the expiration of this Lease, or any renewal or extension thereof, Midwest CAP shall remove such sign or signs and shall repair any damage to the premises caused thereby at Midwest CAP's own expense. Further, at any time within thirty days prior to the termination of this Lease, or any renewal or extension thereof, County shall have the right to place upon any part of said demised premises any "For Rent" or "For Lease" signs that County may select.

XVIII. DEFAULT.

Midwest CAP's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Midwest CAP:

If Midwest CAP abandons or vacates the Premises; or
If Midwest CAP fails to continue to utilize the building to provide
Pre-K services to residents of Valencia County; or

If Midwest CAP fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from County or Midwest CAP; or

If a writ of attachment or execution is levied on this Lease or on any of Midwest CAP's Property; or

If Midwest CAP makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors;

Remedies. In the event of Midwest CAP's default hereunder, then in addition to any other rights or remedies County may have under any law, County shall have the right, at County's option, without further notice or demand of any kind to do the following:

a. Terminate this Lease and Midwest CAP's right to possession of the Premises and reenter the Premises and take possession thereof, and Midwest CAP shall have no further claims to the Premises or under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Premises for the account of Midwest CAP, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

c. Reenter the Premises under the provisions of subparagraph b., and thereafter elect to terminate this Lease and Midwest CAP's right to possession of the Premises.

In the event of any reentry or retaking of possession by County, County shall have the right, but not the obligation, to remove all or any part of Midwest CAP's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Midwest CAP.

County's Default. If County fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Midwest CAP specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if County fails to commence to cure within that thirty (30) day period, then County shall be liable to Midwest CAP for any damages sustained by Midwest CAP as a result of County's breach. If, after notice to County of default, County (or any first mortgagee or first deed of trust beneficiary of County) fails to cure the default as provided herein, then Midwest CAP shall have the right to cure that default at County's expense. Midwest CAP shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

XIX. REMEDIES ARE CUMULATIVE.

The specified remedies to which the County or Midwest CAP may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any

breach or threatened breach by the Midwest CAP of any of the agreements and covenants herein contained.

XX. WAIVERS.

County & Midwest CAP, for and in consideration of this Lease and the demise of the said premises, agrees and covenants with each other that the delay or omission in the enforcement of any of the agreements and covenants herein contained, or in the exercise of any of the Parties rights hereunder, shall not affect the duty of the other Party to thereafter faithfully fulfill and perform all of the agreements and covenants herein contained, and that the failure, neglect, or omission of the other to terminate this Lease for any one or more breaches of any agreements and covenants hereof, shall not be deemed a consent by either Party of such breach and shall not impede, impair, stop, bar, or prevent either Party from thereafter terminating this Lease, either for such violation, or for prior to subsequent violations of any covenant or agreement hereof.

XXI. BINDING ON ASSIGNS AND SUCCESSORS IN INTEREST.

It is understood and agreed by and between the parties hereto that the agreements, covenants, terms, conditions, provisions, and undertakings in this Lease, or in any extension or renewal thereof, shall extend to and be binding upon the assigns and successors in interest of the respective parties hereto, as if they were in every case named and expressed.

XXII. ADDRESSES FOR NOTICES.

Any and all notices required or permitted to be given hereunder shall be considered to have been given if in writing and delivered to the respective party designated below upon the date of such personal delivery, or upon a date three (3) days following the mailing of any such notice by certified or registered mail, return receipt requested, addressed to the respective party at the respective address set forth below, or at such other address as either party may furnish the other for this purpose by written notification delivered or mailed to the other as herein provided.

NOTICES TO COUNTY:

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

NOTICES TO MIDWEST CAP:

Bill J. Silva
Executive Director, Midwest CAP

XXIIV. GRAMMATICAL USAGE.

In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

XXIV. COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS.

The parties hereto hereby agree to execute and deliver any instruments in writing necessary to carry out any agreement, covenant, term, condition or assurance in this Lease whenever an occasion shall arise and request for such instrument shall be made including an acceptance of final completion of the renovations.

XXV. SEVERABILITY.

If any provision of this Lease, or any application thereof, shall be declared invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, and any other application of such provision, shall continue in full force and effect.

XXVI. CAPTIONS.

The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.

XXVII. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico, and shall be enforceable in the Thirteenth Judicial District Court in Valencia County.

XXIX. AMENDMENTS.

It is understood and agreed by and between the parties hereto that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

XXX. MUTUAL TERMINATION

This Lease may be terminated for any reason whatsoever upon the mutual agreement of the parties, whereupon the Lease shall terminate and become null and void. This Lease may also be terminated by the execution by the parties of a new Agreement.

XXXI. BRIBES, GRATUITIES AND KICKBACKS.

The Parties understand that it is illegal in the State of New Mexico for any public employee to solicit or accept anything of value with regard to award of this Agreement or for any person to offer or pay anything of value to any such employee (Chapter 30-291-through Chapter 30-24-2 NMSA 1978).

XXXII. FAILURE OF FUNDING

If sufficient funds are not granted, this Agreement shall be null and void, provided, however, that Midwest CAP shall have the option to pay for site improvements and other costs not directly a part of the Building if needed to fulfill the intention of this Agreement. County shall not be obligated to provide funds in excess of any grant.

XXXIII. DIRECT FINANCIAL INTEREST

No member of the Board of County Commissioners of Valencia County, and no other officer, employee or agent of Valencia County who exercises any function or responsibility in carrying out this Agreement shall have any personal or financial interest, direct or indirect, in this Agreement. Provided, however, that nothing shall prohibit an member of the Board of County Commissioners of Valencia County, an officer, employee or agent of Valencia County from enrolling children in the programs offered by the Midwest CAP.

XXXIV. NOT AGENT OF VALENCIA COUNTY

Nothing contained in this Agreement shall be deemed, construed or represented by County or Midwest CAP or by any third person to create the relationship of principal and agent. Midwest CAP shall have no authority, express or implied, to act on behalf of the County in any capacity whatsoever as an agent, nor shall Midwest CAP have any authority expressed or implied to bind the County to any obligation whatsoever.

XXXV. THIRD PARTY RIGHTS

The provisions of this Agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

XXXVI. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

XXXII. COMPLIANCE WITH ENVIRONMENTAL LAWS

(a) Midwest CAP and the premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (g), all as amended and modified from time to time (collectively, "environmental laws"). All governmental permits relating to the use or operation of the premises required by applicable environmental laws are and will remain in effect, and Midwest CAP will comply with them.

(b) Midwest CAP will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material, as that term is defined in subparagraph (g), on, in, under, or from the premises. Midwest CAP will promptly notify County, in writing, if Midwest CAP has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from the premises; and if any hazardous material is found on the premises, Midwest CAP, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of County and the appropriate governmental authorities.

(c) Midwest CAP will immediately notify County and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the premises or compliance with environmental laws. Midwest CAP will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of County. Midwest CAP will keep the premises free of any lien imposed pursuant to any environmental laws.

(d) County will have the right at all reasonable times and from time to time to conduct environmental audits of the premises, and Midwest CAP will cooperate in the conduct of those audits. The audits will be conducted by a consultant of County's choosing, and if any hazardous material is detected or if a violation of any of the warranties, representations, or covenants contained in this paragraph is discovered, the fees and expenses of such consultant will be borne by Midwest CAP and will be paid as additional rent under this lease on demand by County.

County and Midwest CAP understand, agree, and acknowledge that:

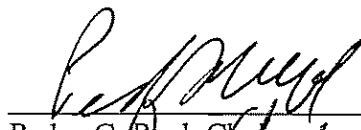
- a) This Lease has been freely negotiated by both parties; and
- b) That, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

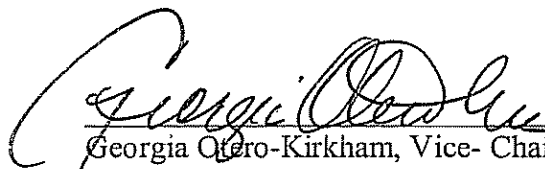
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

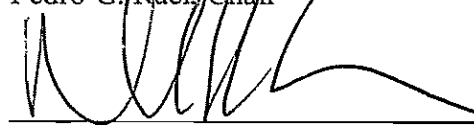
COUNTY: The County of Valencia


Passed, Adopted and Approved this 19th day of August, 2009.

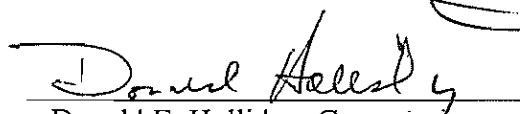
Board of County Commissioners
Valencia County, New Mexico


Pedro G. Rael, Chair


Georgia Otero-Kirkham, Vice- Chair


David R. Medina, Commissioner


Ron Gentry, Commissioner


Donald E. Holliday, Commissioner

APPROVED AS TO FORM:

David M. Pato, County Attorney

ATTEST BY:

Sally Perea
Sally Perea, County Clerk

MIDWEST CAP: Mid-West New Mexico Community Action Program

By: _____
Bill J. Silva, Executive Director

STATE OF NEW MEXICO)
) ss.
COUNTY OF VALENCIA)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2009 by Bill J. Silva, Executive Director of Mid-West New Mexico Community Action Program.

My Commission Expires:

NOTARY PUBLIC

EVALUATION POINT POINT SUMMARY FORM
ON RFP# 181 ARCHITECTURAL SERVICES FOR ADMINISTRATIVE BUILDING

Architect	Kenny	Rebecca	Pedro	Eric	Total	
NCA Architect	600	545	625	575	2345	
Village Architects	465	455	535	570	2025	3- 2
The Design Group	580	465	500	575	2120	
Claudio vigil Architects	600	590	590	590	2370	

EVALUATION CRITERIA				
	Kenney Griego	Pedro Rael	Rebecca Nevarez	Eric Zamora
NCA Architects				
Company Experience	200	225	175	225
Understanding of Valencia County	75	75	65	40
Corporate References	50	50	45	50
Proposed Staff Experience	75	75	70	70
Staff References	50	50	45	50
Conference Planning	50	50	45	50
Oral Presentation	100	100	100	90
	600	625	545	575
TOTAL	2345			
VILLAGE ARCHITECTS				
Company Experience	100	225	125	215
Understanding of Valencia County	70	75	75	65
Corporate References	45	25	25	50
Proposed Staff Experience	70	50	65	65
Staff References	45	40	50	45
Conference Planning	45	30	50	45
Oral Presentation	90	90	65	85
	465	535	455	570
TOTAL	2025			
DESIGN GROUP				
Company Experience	200	200	175	220
Understanding of Valencia County	70	75	55	50
Corporate References	50	25	40	50
Proposed Staff Experience	70	50	60	70
Staff References	50	40	25	45
Conference Planning	50	40	35	50
Oral Presentation	90	70	752	90
	580	500	1142	575
TOTAL	2797			
CLAUDIO VIGIL ARCHITECTS				
Company Experience	200	225	225	220
Understanding of Valencia County	75	70	75	65
Corporate References	50	50	50	50
Proposed Staff Experience	75	75	65	70
Staff References	50	40	50	45
Conference Planning	50	50	25	45
Oral Presentation	100	80	100	95
	600	590	590	590
TOTAL	2370			



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building, Ste 201 • Santa Fe, New Mexico 87501
Phone: (505) 827-4950 • FAX (505) 827-4948
www.nmdfa.state.nm.us

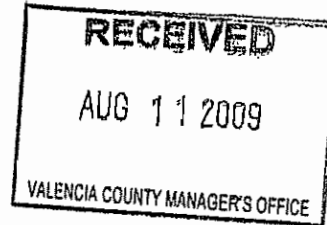
BILL RICHARDSON
GOVERNOR

KATHERINE B. MILLER
CABINET SECRETARY

ROBERT M. APODACA
DIRECTOR

July 31, 2009

The Honorable Pedro G. Rael, Chair
County of Valencia
P.O. Box 1119
Los Lunas, New Mexico 87031



Dear Commissioner Rael:

Your final budget for Fiscal Year 2009-10, as approved by your governing body, has been reviewed and we find it has been developed in accordance with applicable statutes. Sufficient resources appear to be available to cover budgeted expenditures.

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 2009-10 budget. However, 2.2.3 NMAC requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time is for FY 2007-08. If you are behind in the submission of your annual audit(s), then this certification is conditional upon your due diligence to get in compliance with this rule.

Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978, provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that prior approval by the Division is required by Section 6-6-2-(G) NMSA 1978, on all budget increases, and transfers between funds.

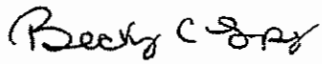
BOOK 068

PAGE 161

EXHIBIT J

If you have any questions, please call me at (505) 827-8060.

Sincerely,

A handwritten signature in black ink, appearing to read "Becky C. Lopez".

Becky C. Lopez
Executive Budget Analyst

cc: Eric Zamora, County Manager
Kenneth Griego, Business Manager
Wilma Abril, Finance Director

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

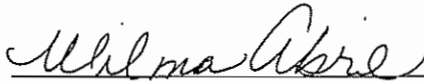
The attached computer printout lists all checks issued by the Managers Office on
08/14/2009 covering payroll process on the above date.
Direct Deposit Check # 11989 thru direct deposit check# 12160 inclusive.
Deduction Check# 100193 thru deduction check# 100227 inclusive.
Payroll Check # 85342 thru payroll check # 85427 inclusive.
Listing total \$ 357,054.46

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.

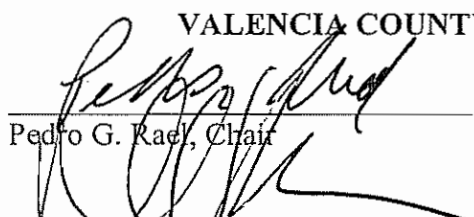
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

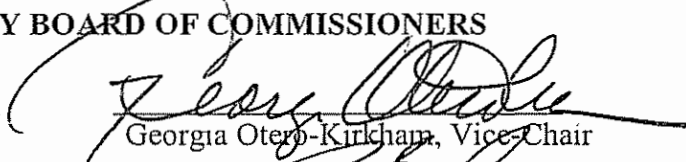
Recommended:

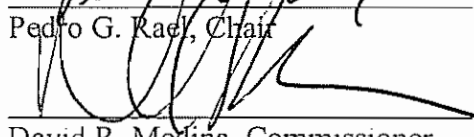

Wilma Abril, Finance Director

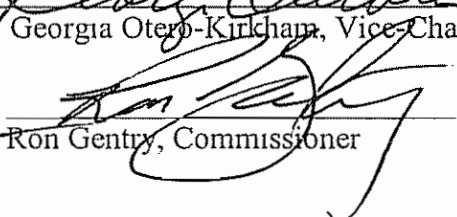
Done this 19th day of August, 2009

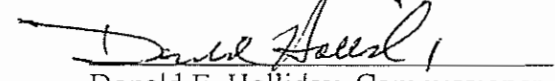
VALENCIA COUNTY BOARD OF COMMISSIONERS


Pedro G. Rael, Chair


Georgia Otero-Kircham, Vice-Chair


David R. Medina, Commissioner


Ron Gentry, Commissioner


Donald E. Holliday, Commissioner

ATTEST:


Sally Perea, County Clerk

BOOK 068

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EXHIBIT K

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

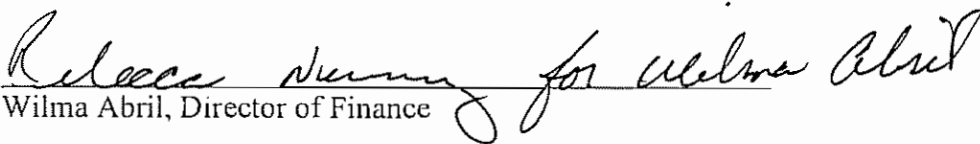
The attached computer printout lists all the checks issued by the Manager's Office on August 14, 2009 covering vendor bills processed on the above date. Check # 100228 thru Check # 100401 inclusive, for the total of \$ 847,055.52.

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.

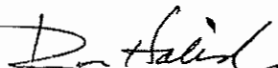
Recommended:

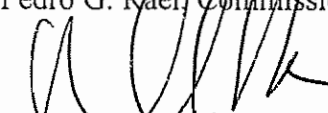

Wilma Abril, Director of Finance


Done this 19th day of August, 2009.

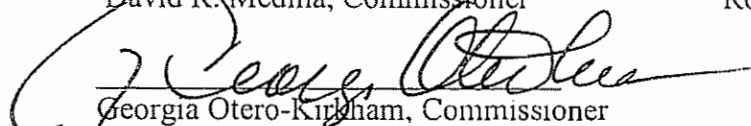
VALENCIA COUNTY BOARD OF COMMISSIONERS


Pedro G. Rael, Commissioner, Chair

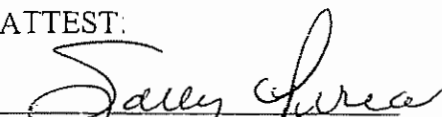

Donald Holliday, Commissioner, Vice Chair


David R. Medina, Commissioner


Ron Gentry, Commissioner


Georgia Otero-Kirkham, Commissioner

ATTEST:


Sally Perea, County Clerk

BOOK 068

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EXHIBIT L