

VALENCIA COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting

November 18, 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 Vice-Chairman Donald Holliday at 5:00 P.M.

2) Vice-Chairman Donald Holliday led the Pledge of Allegiance.

3) Approval of Agenda

County Manager Eric Zamora said Item 7(j) Consideration of Agreement with Habitat for Humanity of Valencia County has been postponed at the request of the applicant and will possibly be rescheduled for the December meeting. Item 11, Next Commission Meeting should be December 2, 2009 instead of December 4, 2009. Commissioner Kirkham moved for approval of the agenda with the modifications. Seconded by Commissioner Medina. Motion carried unanimously.

4) Approval of Minutes

Commissioner Medina moved to approve the minutes of November 4, 2009 Regular Business Meeting. Seconded by Commissioner Kirkham. Motion carried unanimously.

5) **PUBLIC COMMENTS – At the Discretion of the Chair. (For Information Only- limited to two minutes per person on subjects not on this published agenda).**

Meadow Lake resident Bob Gostischa had attended the groundbreaking ceremony for the new Los Lunas Substance Abuse and Teaching Center along with several state and local officials. The center is due to be completed and running by the end of 2010 or the beginning of 2011. Also, he thanked Sheriff Rene Rivera for the deputy that has been assigned to the Meadow Lake area.

Los Lunas resident Brian Benoit requested that the board consider a quality audio visual system for the meetings.

County Manager Eric Zamora said they had looked at upgrading to audio video equipment in the commission room and the bid to install monitors and upgrades to the sound system was about \$30,000. The budget issue came up and they had to step back.

Meadow Lake resident Jim Lane expressed his concerns on the Cap and Trade issue. He feels the county should investigate this further, because this could hurt the Gross Receipt Tax here in Valencia County. Mr. Lane highly recommends that staff contact PNM (Public Service Company of New Mexico) to have someone come in and do a presentation for the county in order to educate the county on this and how this could affect Valencia County.

6) NON-ACTION ITEMS:

a) Reports from Boards, Commissions & Committees - County Commission.
None

7) ACTION ITEMS:

Board of County Commissioners convenes as Indigent Claims Board
Commissioner Kirkham motion to convene as the Indigent Claims Board. Seconded by Commissioner Gentry. Motion carried unanimously.

a) Indigent Reports/Appeal – Barbara Baker

Ms. Baker presented the Indigent Claims from October 1, 2009 to November 5, 2009. The total amount of claims submitted was \$645,107.83. Ms. Baker requested approval of \$47,097.27.

Commissioner Kirkham motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit A)

Ms. Baker presented the Indigent Appeals Claim for Beatrice Jojola and requested approval to pay Presbyterian Hospital the amount of \$931.09.

Commissioner Medina motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit B)

Commissioner Kirkham stated a mobile mammogram clinic was recently held at the Family Clinic in Los Lunas with on the spot mammograms. If a person had insurance it was paid and if you didn't then it would be out of pocket. Approximately forty women were turned away because they could not pay for the mammogram. The county has 1.6 million dollars in the indigent fund and Commissioner Kirkham asked Ms. Baker to check if some of that money could be appropriated to help women that cannot pay for these mammograms. The mobile imaging clinic will be in Los Lunas about every four months.

Ms. Baker said she would contact the mobile mammogram clinic and the indigent committee and then do a presentation for the commissions approval.

Commissioner Gentry asked Ms. Baker if she or staff have looked into how the county can utilize the indigent fund. Maybe it can be used towards Emergency Medical Services, our jail or even this mammogram clinic. We need to look at innovated things that the county can participate in.

Assistant County Manager Ken Griego stated he had looked into it and the county can use this money for just about anything as long as its health related. It has to go through the local committee and once approved submitted to the commission.

Commissioner Medina asked Ms. Baker to report on it at the next commission meeting of December 2, 2009.

Commissioner Gentry said the Legislature is probably going to look at this very seriously and the county could lose these funds. Commissioner Gentry recommends that staff find and contract a specialist on a very quick time frame to put together recommendations in which the county can utilize half a million dollars or up to a million dollars in this county to subsidize medical indigent related uses and help the county relieve some of the general fund problems. Rather than have an advisory board tell the county you can do this, you can do that, we need to get a professional and not go to the committee or call the state. We need to get somebody on board that understands these funds and comes up with a solid recommendation of ideas for the county to approach and decide on, rather than study it to death.

Ken Griego said the state knows the money is there, but what we are going to do in the meantime is to make sure that the money is encumbered. We took the expenses from last year that were in the indigent fund and raised them by 5%. That will cover about 1.4 million dollars. There are different areas we can use this fund for, we just have to make sure that we're in compliance with state statute and that we are doing it the right way.

Commissioner Kirkham asked Mr. Griego and Ms. Baker to also check on funding for the mammograms when they're in Santa Fe.

If the individuals qualify as indigent then the county can pay for those mammograms, Mr. Griego stated.

If that's going to be the case, Commissioner Kirkham said, then we need to start publication on the mobile clinic and then you qualify for indigent participation. Contact Ms. Baker to fill out the forms on whatever is required. If there is a process that needs to be done, we need to do it in time so when these women get there the paperwork is done.

Board Re-Convenes as Board of County Commissioner.

Commissioner moved to re-convene as the Board of County Commissioners.

Seconded by Commissioner Kirkham. Motion carried unanimously.

b) Consideration Valencia County Partnership four(4) Year Community Health Improvement Plan – Sandra Chavez/Hillary Maes

Hillary Maes requested that the commission endorse the current four years Community Health Improvement Plan which is intended to be a guide for health improvement efforts in Valencia County around teen unplanned pregnancy, substance abuse, underage drinking and access to health care.

Commissioner Kirkham asked Ms. Maes if the county could help in anyway by utilizing the county community centers to present these workshops to the community. Commissioner Kirkham would like to work with her and Sandra Chavez to put on these workshops.

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

c) Consideration of Electronic Transaction Processing Agreement Between Official Payments Corporation – Dorothy Lovato

County Treasurer Dorothy Lovato requests approval of the Electronic Transaction Processing Agreement between Official Payments Corporation which allows taxpayers to pay their taxes online at no cost to the county. This will begin January 2010.

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

d) Consideration of Resolution 2009-53, Increase the Fee of Non-Sufficient Funds to \$40.00 – Dorothy Lovato/Joline Ortega

Commissioner Kirkham expressed a concern that as much as she feels this is probably a good thing, is this really the right time to increase this, since people are living from paycheck to paycheck, would this extra money decrease the amount of insufficient checks?

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried 3-1. Commissioner Kirkham voted no.

County Clerk Sally Perea announced Resolution 2009-53. (See Exhibit E)

e) Consideration of the Publications of an Updated "Fair Housing Ordinance" – Ruben Chavez

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

f) Consideration of the 2009 Citizen Participation Plan – Ruben Chavez

Commissioner Kirkham motioned for approval. Seconded by Vice-Chairman Holliday. Motion carried unanimously. (See Exhibit F)

g) Consideration of 2009 Residential Anti Displacement and Relocation Assistance Plan – Ruben Chavez

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

h) Consideration of CDBG Grant – Ruben Chavez

Code Enforcement Director Ruben Chavez stated DFA (Department of Finance Administration) has agreed to extend the 2006 Grant Agreement for the abatement of dangerous buildings. The county was awarded \$200,000 for the abatement of dangerous buildings on the east mesa. This is the second extension granted by DFA and because there was a time laps during negotiations, the current agreement has expired, so it is required that a new agreement be signed. The county's contract has expired; this is an extension to continue to use the unspent money which is a balance of \$102,000.

Commissioner Gentry would prefer if it would read "in Valencia County" because this doesn't include the rest of the county.

Mr. Chavez said when the county made its application, the east mesa was declared a slum and blight area which qualified the county for the funds. In order to cover the whole county, the entire county would have had to be declared slum and blight and based on the census block data it wouldn't have qualified.

County Manager Eric Zamora stated along with the CDBG (Community Development Block Grant) process there is an environmental clearance process which the county had to meet. That process only covered El Cerro and Meadow Lake, that cost was \$26,000. In order to expand funds in other areas of the county the cultural environmental resources survey would have to be on the entire county, would cost five times that amount.

Vice-Chairman Donald Holliday suggested the commission proceed with approval in order not to lose out on the remainder of the funding for the clean-up process on the east mesa. The county has already received \$100,000, the county matched it by \$10,000, this is just the second half of a \$200,000 grant. We're either going to get it here or we're not going to get any of it. We're not going to get the other \$100,000. We need to move forward with this and then look at this in 2010 and bring it up to be county wide.

Commissioner Kirkham motioned for approval. Seconded by Vice-Chairman Holliday. Motion carried unanimously. (See Exhibit H)

i) Consideration of Agreement 10-AC-164-109, operation DWI with New Mexico Department of Transportation – Donald Donges.

Commissioner Medina motioned for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit I)

j) Consideration of agreement with Habitat for Humanity of Valencia County-Kenneth Griego.
Tabled

k) Consideration of Agreement to Lease/Purchase Pre-K Building, a Special Pre-K Capital Outlay Project through the Department of Children Youth & Family – Kenneth Griego.

Commissioner Kirkham motioned for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit J)

l) Consideration of the Re-authorization of 06-L-G-1972 - Kenneth Griego
Commissioner Kirkham motioned for approval. Seconded by Vice-Chairman Holliday. Motion carried unanimously. (See Exhibit K)

m) FINANCIAL MATTERS:

1) Consideration of Resolution 2009-54, Increase of Expenditures "NMDOT-Traffic Safety Bureau – Wilma Abril.

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

County Clerk Sally Perea announced Resolution 2009-54. (See Exhibit L)

2) Consideration of Approval Payroll/Warrants – Wilma Abril

Wilma Abril presented the attached computer printout list of all the checks issued by the Manager's Office on November 12, 2009 covering vendor bills processed on the above date. Check #101188 thru Check #101332 inclusive, for the total of \$199,257.65.

Wilma Abril presented the attached computer printout list all checks issued by the Manager's Office on November 6, 2009 covering payroll process on the above date. Direct Deposit Check #13031 thru direct deposit check #13204 inclusive. Deduction Check #101189 thru deduction check #101224 inclusive. Payroll Check #85879 thru payroll Check #85972 inclusive. Listing total \$361,176.61.

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

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

Commissioner Kirkham motioned to go into Executive Session. Seconded by Commissioner Medina. Roll call vote. Commissioner Medina voted yes. Commissioner Gentry voted yes. Commissioner Kirkham voted yes. Vice-Chairman Holliday voted yes. Motion carried 4-0.

Commissioner Kirkham moved to go back into Regular Session. Seconded by Commissioner Medina. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to the Deputy Warden position in the Detention Center, discussion was made with the County Manager and staff and no final action was taken.

Roll call vote was taken to approve the summary that was stated by counsel. Commissioner Medina voted yes. Commissioner Gentry voted yes. Commissioner Kirkham voted yes. Vice-Chairman Holliday voted yes. Motion carried 4-0.

9) ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION

No action taken.

10) COUNTY MANAGER'S REPORT (Informational Only)

County Manager Eric Zamora stated there are two proposed time frames for the Foundation for Open Government Workshop. One is early December or anytime in January.

The county has received final approval on the closure plan for the landfill and it's going out to bid next month for the service to close the old landfill. The county has been working on this project since 1994.

A workshop or community meeting to discuss the Meadow Lake roads has been scheduled for December 3, 2009.

The 2010 United Way Campaign is well on its way with a current donation total of \$9,142.00 from county staff. The county's goal for 2010 is \$10,000.00.

Commissioner Gentry asked Mr. Zamora for an update on the architect contract for the administration building, has that contract been completed. Mr. Zamora said he should hear from them any day and should have a report for the commission by the next commission meeting on December 2, 2009.

County staff has scheduled a potluck Thanksgiving Dinner on Friday November 20, 2009 from 11:00 Am to 1:00 PM.

County Clerk Sally Perea gave an update on the Gross Receipt Tax Election. The Absentee Board will begin on Thursday November 19, 2009. As per state statute canvassing will have to start three day's after the election but since it falls on Friday November 27th which is the Thanksgiving Holiday she asked that the commission schedule it for Monday, November 30th. The Bureau of Elections has ten days to complete the canvassing, but it can be scheduled at the regular meeting on December 2nd.

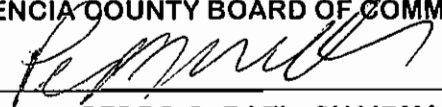
The next Regular Meeting of the Valencia County Board of County Commission will be held on December 2, 2009 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

11) Adjournment


Commissioner Kirkham moved for adjournment. Seconded by Commissioner Medina. Motion carried unanimously.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the November 18, 2009 Regular Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

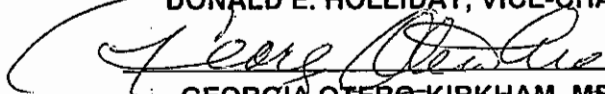
VALENCIA COUNTY BOARD OF COMMISSIONERS




PEDRO G. RAEL, CHAIRMAN



DONALD E. HOLLIDAY, VICE-CHAIRMAN



GEORGIA OTERO-KIRKHAM, MEMBER



RON GENTRY, MEMBER



DAVID MEDINA, MEMBER

ATTEST: 

SALLY PEREA, COUNTY CLERK

12-2-09
DATE



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

November 18, 2009

Dear Commissioners,

I would like to present the Indigent Claims from October 1, 2009 to November 5, 2009. The total amount of claims submitted is \$645,107.83. I ask the Commission to approve \$47,097.27 and to deny \$598,010.56. There were 79 claims submitted, the breakdown is as follows:

- 36 - 45.60% - UNM Health Sciences Center
- 17 - 21.50% - Living Cross Ambulance
- 12 - 15.20% - Presbyterian Hospital
- 2 - 2.50% - Lovelace Medical Center
- 4 - 5.05% - Albuquerque Ambulance
- 4 - 5.05% - UNM Medical Group
- 3 - 3.80% - Presbyterian Medical Group
- 1 - 1.30% - Heart Hospital

The payment for approved claims is as follows:

- \$ 23,423.98 - UNM Health Sciences Center
- 3,184.00 - Living Cross Ambulance
- 16,352.12 - Presbyterian Hospital
- 703.78 - Lovelace Medical Center
- 800.00 - Albuquerque Ambulance
- 305.68 - UNM Medical Group
- 31.57 - Presbyterian Medical Group
- 2,296.14 - Heart Hospital

There are 26 applicant denials which are:

- 9296, 9305, 9313, 9324, 9348 and 9349 - Missed Appointment
- 9298, 9299, 9300, 9301, 9325, 9328, 9330, 9331, 9332, 9333 and 9334 - No Response
- 9297, 9307 and 9322 - Income
- 9327 - 90 Day Limit
- 9327 - 90 Day Limit and Insurance Balance
- 9306, 9326 and 9335 - Residency
- 9312 - Additional Information
- 9336 - Maximum Paid in 12 Months

EXHIBIT A

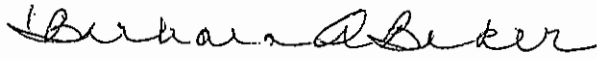
BOOK 068

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The unpaid balance of the medical bills for the approved claims is \$334,548.38 and the unpaid balance of the ambulance bills for approved claims is \$6,024.45.

Thank you for your consideration.

Sincerely,

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

Barbara A. Baker

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

November 18, 2009

ID NO.	Birth		Sex	Provider Name	Date(s) of Service		Diagnosis	Billed	Paid	Reason for Denial	
	Date				Service					Denial	
9295	09/15/85	M	UNM Health Sciences Center		08/14/09		Chest Pain	523.00	402.71		
9296	06/15/80	F	Living Cross Ambulance		08/08/09		Back Pain	1,085.49	0.00	Missed Appointment	
9297	11/17/55	M	UNM Health Sciences Center		08/23-08/26/09		Heart Attack	35,365.90	0.00	Income	
9298	01/19/52	M	UNM Health Sciences Center		07/22/09		Unknown	247.00	0.00	No Response	
9299	04/14/64	M	UNM Health Sciences Center		08/28/09		Leg & Back Pain	101.00	0.00	No Response	
9300	07/26/64	M	UNM Health Sciences Center		07/27/09		Unknown	1,542.90	0.00	No Response	
9301	05/30/58	F	UNM Health Sciences Center		08/26/09		Unknown	77.00	0.00	No Response	
9302	12/07/69	F	Living Cross Ambulance		07/01/09		Anxiety Attack	1,238.39	400.00		
*			Presbyterian Hospital		07/01/09		*	1,023.00	787.71		
9303	02/25/78	M	Presbyterian Hospital		09/01-09/06/09		Assault	19,218.00	3,000.00		
9304	03/23/48	M	UNM Health Sciences Center		07/21/09		Diabetic	1,467.00	1,129.59		
9305	07/07/82	M	UNM Health Sciences Center		08/20/09		Unknown	350.00	0.00	Missed Appointment	
9306	05/28/79	M	UNM Health Sciences Center		08/09-08/13/09		Broken Leg	17,999.36	0.00	Residency	
*			UNM Health Sciences Center		09/22/09		*	4,525.00	0.00	*	
9307	01/19/52	M	UNM Health Sciences Center		09/14/09		Knee Pain	895.00	0.00	Income	
9308	11/10/72	M	UNM Health Sciences Center		07/14-07/17/09		Diverticulitis	11,066.10	3,000.00		
9309	04/01/88	F	Presbyterian Hospital		07/12/09		Bee Sting	516.32	12.40		
*			Presbyterian Hospital		07/17/09		*	1,859.00	1,431.43		
9310	06/13/89	F	UNM Health Sciences Center		09/11-09/12/09		Gall Bladder Surgery	11,705.83	3,000.00		
9311	04/13/62	M	Presbyterian Hospital		10/13/09		Cyst on Kidney	7,166.00	3,000.00		
9312	07/25/86	M	Living Cross Ambulance		07/14/09		Assault	110.94	0.00	Additional Information	
9313	09/17/63	M	UNM Health Sciences Center		07/20-07/28/09		Appendectomy	37,124.21	0.00	Missed Appointment	
9314	06/30/51	F	Presbyterian Hospital		09/09-09/14/09		Possible Stroke	25,963.00	3,000.00		
9315	02/03/70	M	Lovelace Medical Center		09/23/09		Back Pain	914.00	703.78		
*			UNM Health Sciences Center		10/05/09		*	625.40	481.56		
9316	05/10/57	F	Albuquerque Ambulance		09/05/09		Stroke	465.00	400.00		
*			Presbyterian Hospital		08/29-09/05/09		*	52,095.86	2,000.00		
*			Presbyterian Hospital		09/05-09/28/09		*	13,115.00	1,000.00		
9317	12/17/51	F	Albuquerque Ambulance		07/10/09		Heart Attack	761.00	400.00		
*			UNM Health Sciences Center		07/10-07/18/09		*	89,155.73	3,000.00		

9318	08/30/87	M	Living Cross Ambulance	08/28/08	Suicidal	1,099.22	400.00
*			UNM Medical Group	08/28/08	*	283.00	89.73
*			UNM Health Sciences Center	08/28/08	*	1,496.00	1,151.92
9319	04/27/29	F	Living Cross Ambulance	10/17/09	Anxiety Attack	103.38	96.00
9320	03/15/67	M	Living Cross Ambulance	07/15/09	Liver Disease	1,468.94	400.00
*			UNM Health Sciences Center	07/15-07/17/09	*	11,382.45	3,000.00
9321	01/28/93	M	Living Cross Ambulance	07/28/09	Seizure	1,292.18	400.00
*			UNM Health Sciences Center	07/28/09	*	3,825.00	2,924.25
9322	11/19/62	M	Living Cross Ambulance	09/26/09	Depression	934.46	0.00 Income
9323	12/11/88	F	UNM Health Sciences Center	07/18/09	Infection on Leg	77.00	59.29
9324	06/21/89	F	Living Cross Ambulance	07/20/09	Stomach Pain	1,076.36	0.00 Missed Appointment
9325	09/17/89	M	UNM Health Sciences Center	08/15-08/17/09	Broken Arm	22,449.27	0.00 No Response
9326	03/10/46	M	Living Cross Ambulance	09/02/09	Urinary Infection	1,085.49	0.00 Residency
*			Living Cross Ambulance	10/06/09	*	103.38	0.00 *
9327	06/23/52	F	Albuquerque Ambulance	06/13/09	Depression	432.00	0.00 90 Day Limit
*			Albuquerque Ambulance	07/01/09	*	457.00	0.00 *
*			Presbyterian Hospital	06/13/09	*	83.06	0.00 90 Day Limit & Insurance Bal
*			Presbyterian Hospital	07/01/09	*	120.72	0.00 *
9328	11/07/89	F	UNM Health Sciences Center	09/08/09	Broken Ankle	1,469.00	0.00 No Response
*			UNM Health Sciences Center	09/14/09	*	13,573.14	0.00 *
9329	05/18/90	M	UNM Health Sciences Center	07/01/09	Chest Pain	834.00	642.18
9330	09/08/70	F	UNM Health Sciences Center	08/08/09	Abdominal Pain	77.00	0.00 No Response
*			UNM Health Sciences Center	08/26/09	*	141.00	0.00 *
*			UNM Health Sciences Center	09/04/09	*	1,574.80	0.00 *
9331	11/15/71	F	UNM Health Sciences Center	07/18/09	Unknown	231.00	0.00 No Response
9332	02/04/74	F	UNM Health Sciences Center	08/20/09	Unknown	77.00	0.00 No Response
*			UNM Health Sciences Center	08/21/09	*	1,168.25	0.00 *
9333	07/02/68	M	UNM Health Sciences Center	09/25/09	Broken Foot	1,171.00	0.00 No Response
9334	04/11/46	F	UNM Health Sciences Center	08/11/09	Unknown	77.00	0.00 No Response
9335	11/04/82	M	Presbyterian Medical Group	10/19/09	JAIL - X-Rays	107.00	0.00 Residency
9336	01/10/70	F	Presbyterian Medical Group	07/17/09	JAIL - Skin Infection	185.00	0.00 Maximum Paid in 12 Months
9337	10/27/89	M	Living Cross Ambulance	09/10/09	Motor Vehicle Accident	103.38	96.00
9338	01/31/86	M	Heart Hospital	09/15/09	Dehydrated - Flu	2,982.00	2,296.14
9339	07/04/34	M	UNM Health Sciences Center	08/23-09/20/09	Kidney Failure	117,743.86	3,000.00
9340	10/11/56	F	Living Cross Ambulance	10/15/09	Difficulty Breathing	989.38	400.00
*			Presbyterian Hospital	10/15/09	*	2,754.00	2,120.58
9341	12/06/55	F	UNM Medical Group	07/31/09	Medication Reaction	78.00	36.49
9342	01/26/87	M	Living Cross Ambulance	10/03/09	Behavioral	1,318.90	400.00

9343	09/12/57	M	Presbyterian Medical Group	10/21/09	JAIL - X-Rays	107.00	31.57
9344	11/02/39	M	UNM Health Sciences Center	09/13/09	Cyst on Throat	500.00	385.00
9345	03/18/63	M	Living Cross Ambulance	08/20/09	Diabetic	103.38	96.00
9346	10/18/86	M	Living Cross Ambulance	09/16/09	Body Cramps	103.38	96.00
*			UNM Health Sciences Center	09/16/09	*	1,093.10	841.69
*			UNM Medical Group	09/16/09	*	283.00	89.73
9347	09/15/60	F	Living Cross Ambulance	10/12/09	Fever - Dehydrated	961.92	400.00
*			UNM Health Sciences Center	10/12/09	*	527.00	405.79
*			UNM Medical Group	10/12/09	*	283.00	89.73
9348	01/27/74	M	Lovelace Medical Center	08/14-09/02/09	Unknown	102,968.00	0.00 Missed Appointment
9349	03/19/66	F	Presbyterian Hospital	09/02-09/05/09	Kidney Stones	5,453.00	0.00 Missed Appointment
			TOTAL			645,107.83	47,097.27

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
UNM Health Sciences Center	184188878	9295	523.00	120.29	402.71
Living Cross Ambulance	21787	9296	1,085.49	1,085.49	0.00
UNM Health Sciences Center	184393866	9297	35,365.90	35,365.90	0.00
UNM Health Sciences Center	183593078	9298	247.00	247.00	0.00
UNM Health Sciences Center	184548501	9299	101.00	101.00	0.00
UNM Health Sciences Center	183719137	9300	1,542.90	1,542.90	0.00
UNM Health Sciences Center	184483808	9301	77.00	77.00	0.00
Living Cross Ambulance	19645	9302	1,238.39	838.39	400.00
Presbyterian Hospital	020643113-9182	9302	1,023.00	235.29	787.71
Presbyterian Hospital	020655163-9244	9303	19,218.00	16,218.00	3,000.00
UNM Health Sciences Center	183580760	9304	1,467.00	337.41	1,129.59
UNM Health Sciences Center	184333748	9305	350.00	350.00	0.00
UNM Health Sciences Center	184035707	9306	17,999.36	17,999.36	0.00
UNM Health Sciences Center	185053147	9306	4,525.00	4,525.00	0.00
UNM Health Sciences Center	184961936	9307	895.00	895.00	0.00
UNM Health Sciences Center	183355809	9308	11,066.10	8,066.10	3,000.00
Presbyterian Hospital	020637260-9198	9309	1,859.00	427.57	1,431.43
Presbyterian Hospital	020637260-9193	9309	516.32	503.92	12.40
TOTALS			99,099.46	88,935.62	10,163.84

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
UNM Health Sciences Center	184863447	9310	11,705.83	8,705.83	3,000.00
Presbyterian Hospital	001248565-9286	9311	7,166.00	4,166.00	3,000.00
Living Cross Ambulance	20385	9312	110.94	110.94	0.00
UNM Health Sciences Center	183521987	9313	37,124.21	37,124.21	0.00
Presbyterian Hospital	001122928-9252	9314	25,963.00	22,963.00	3,000.00
Lovelace Medical Center	P0926600157	9315	914.00	210.22	703.78
UNM Health Sciences Center	185538592	9315	625.40	143.84	481.56
Albuquerque Ambulance	09-639741	9316	465.00	65.00	400.00
Presbyterian Hospital	014159345-9241	9316	52,095.86	50,095.86	2,000.00
Presbyterian Hospital	014159346-9248	9316	13,115.00	12,115.00	1,000.00
Albuquerque Ambulance	001107677-9193	9317	761.00	361.00	400.00
UNM Health Sciences Center	183333848	9317	89,155.73	86,155.73	3,000.00
Living Cross Ambulance	22828	9318	1,099.22	699.22	400.00
UNM Medical Group	635679	9318	283.00	193.27	89.73
UNM Health Sciences Center	184569879	9318	1,496.00	344.08	1,151.92
Living Cross Ambulance	25433	9319	103.38	7.38	96.00
Living Cross Ambulance	20230	9320	1,468.94	1,068.94	400.00
UNM Health Sciences Center	183414416	9320	11,382.45	8,382.45	3,000.00
TOTALS			255,034.96	232,911.97	22,122.99

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
Living Cross Ambulance	20944	9321	1,292.18	892.18	400.00
UNM Health Sciences Center	183733807	9321	3,825.00	900.75	2,924.25
Living Cross Ambulance	24294	9322	934.46	934.46	0.00
UNM Health Sciences Center	183508282	9323	77.00	17.71	59.29
Living Cross Ambulance	20586	9324	1,076.36	1,076.36	0.00
UNM Health Sciences Center	184208395	9325	22,449.27	22,449.27	0.00
Living Cross Ambulance	23119	9326	1,085.49	1,085.49	0.00
Living Cross Ambulance	24873	9326	103.38	103.38	0.00
Albuquerque Ambulance	020267783-9168	9327	432.00	432.00	0.00
Albuquerque Ambulance	020267783-9184	9327	457.00	457.00	0.00
Presbyterian Hospital	020267783-9164	9327	83.06	83.06	0.00
Presbyterian Hospital	020267783-9183	9327	120.72	120.72	0.00
UNM Health Sciences Center	184800217	9238	1,469.00	1,469.00	0.00
UNM Health Sciences Center	184889939	9328	13,573.14	13,573.14	0.00
UNM Health Sciences Center	183082544	9329	834.00	191.82	642.18
UNM Health Sciences Center	184033843	9330	77.00	77.00	0.00
UNM Health Sciences Center	184504512	9330	141.00	141.00	0.00
UNM Health Sciences Center	184756468	9330	1,574.80	1,574.80	0.00
TOTALS			49,604.86	45,579.14	4,025.72

VALENCIA COUNTY COMMISSION MEETING

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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
UNM Health Sciences Center	183508811	9331	231.00	231.00	0.00
UNM Health Sciences Center	184337186	9332	77.00	77.00	0.00
UNM Health Sciences Center	184364065	9332	1,168.25	1,168.25	0.00
UNM Health Sciences Center	185281730	9333	1,171.00	1,171.00	0.00
UNM Health Sciences Center	184109478	9334	77.00	77.00	0.00
Presbyterian Medical Group	707308	9335	107.00	107.00	0.00
Presbyterian Medical Group	BL10020952031	9336	185.00	185.00	0.00
Living Cross Ambulance	23688	9337	103.38	7.38	96.00
Heart Hospital	A0925800032	9338	2,982.00	685.86	2,296.14
UNM Health Sciences Center	184391696	9339	117,743.86	114,743.86	3,000.00
Living Cross Ambulance	25327	9340	989.38	589.38	400.00
Presbyterian Hospital	020652345-9288	9340	2,754.00	633.42	2,120.58
UNM Medical Group	4903706	9341	78.00	41.51	36.49
Living Cross Ambulance	24645	9342	1,318.90	918.90	400.00
Presbyterian Medical Group	284423	9343	107.00	75.43	31.57
UNM Health Sciences Center	184920395	9344	500.00	115.00	385.00
Living Cross Ambulance	22624	9345	103.38	7.38	96.00
Living Cross Ambulance	23813	9346	103.38	7.38	96.00
TOTALS			129,799.53	120,841.75	8,957.78

Donald E. Holliday, Co-Chair

Ron Gentry

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	185008471	9346	1,093.10	251.41	841.69
UNM Medical Group	4115562	9346	283.00	193.27	89.73
Living Cross Ambulance	25133	9347	961.92	561.92	400.00
UNM Health Sciences Center	185704772	9347	527.00	121.21	405.79
UNM Medical Group	4898570	9347	283.00	193.27	89.73
Lovelace Medical Center	P09226-00110	9348	102,968.00	102,968.00	0.00
Presbyterian Hospital	001390323-9245	9349	5,453.00	5,453.00	0.00
Valencia County Commissioners			111,569.02	109,742.08	1,826.94
			645,107.83	598,010.56	47,097.27

Ron Gentry

Dear Harry
George Thero here.
W. J. [unclear]
[unclear]



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: November 18, 2009

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Beatrice Jojola - Appeal

Beatrice Jojola has requested an Indigent Appeal for the denial of October 22, 2009. Ms. Jojola was denied as she does have insurance. Although Ms. Jojola does have insurance she does have a balance on her two Presbyterian Hospital bills, one in the amount of \$400.00 and the other in the amount of \$809.20. Ms. Jojola does qualify with everything except having insurance coverage.

I would like to recommend approval of the two Presbyterian Hospital bills. If approved Valencia County Indigent would pay \$308.00 for the bill with the \$400.00 balance and \$623.09 for the bill with the balance of \$809.20 which be a total of \$931.09.

Approved by the Board of County Commissioners at the regular meeting of November 18, 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

EXHIBIT B

ATTESTED BY:

Sally Perea
Sally Perea, Valencia County Clerk

BOOK 068

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VALENCIA COUNTY

BOARD OF COUNTY COMMISSIONERS

OFFICE: 505-866-2003 444 LUNA AVENUE ♦ P.O. BOX 1119 ♦

LOS LUNAS, NEW MEXICO 87031

PHONE 505.866.2003 ♦ FAX: 505.866.2424

November 18, 2009

Valencia County Community Health Improvement Plan

Re: *FY 2011-FY 2014*

To Whom It May Concern:

We, the Valencia County Board of Commissioners, have reviewed the Four Year Community Health Improvement Plan submitted by the VCP Health Council to help address the priorities of "Teen Pregnancy and Unplanned Pregnancy in Young Women, Substance Abuse and Underage Drinking, and Access to Health Care" in Valencia County. We wholeheartedly endorse this document as a guide for long-term efforts to improve the health outcomes of County residents with regard to these priorities. We understand that the Health Council will act as the hub for the health improvement efforts outlined in the Four Year Plan and will support the Council in this effort whenever possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pedro G. Rael".

Pedro G. Rael, Chairman

EXHIBIT C

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Pedro G. Rael, Chair, District I ♦ **Donald E. Holliday, Vice-Chair**, District V ♦
Georgia Otero-Kirkham, District II ♦ **David R. Medina**, District III ♦
Ron Gentry, District IV ♦
Eric Zamora, County Manager

VALENCIA COUNTY COMMUNITY HEALTH IMPROVEMENT PLAN FOR FY11-FY14

EXECUTIVE SUMMARY

The Valencia Community Partnership Health Council spearheaded the development of this Four Year Health Improvement Plan which is offered as a guide for health improvement planning in Valencia County. The plan takes into account the diversity of the population with regard to race/ethnicity, culture, lifestyle, and socio-economic status and addresses the disparities and inequities that exist in the county's health systems. It was developed after an exhaustive review of published health data and an analysis of the results from a Community Quality of Life Survey that measured the perceptions of county residents on a variety of factors concerning health and well-being in their communities. The plan is a collaborative effort between the Health Council and community groups, organizations and individuals.

The analysis of the health information, along with a consideration of the capacity of the community systems to affect improvement in specific health outcomes, resulted in the identification of three health priorities which will be the focus of county-wide health improvement efforts over the next four years. These priorities are Teen Pregnancy and Unplanned Pregnancy in Young Women, Substance Abuse and Underage Drinking, and Access to Health Care. The focus will be on developing environmental strategies to address risk factors that increase the likelihood of negative health outcomes, such as the lack of comprehensive health education and prevention programming in the schools, easy access to alcohol and drugs, low enforcement of underage drinking laws, and the shortage of qualified health care providers and services. The goal is to provide the tools and support that will allow all individuals and families in the county to become resilient enough to deal with life's challenges without resorting to choices and behaviors that ultimately lead to negative health outcomes.

The VCP Health Council will act as the hub for the health improvement efforts outlined in the Four Year Plan. The County Health Profile, developed and maintained by the Health Council, provides an overview of health in the county using current localized data and perceptual information provided by community groups and key informant interviews. The Profile is updated at least every other year in order to take into account the most recent health information. This information drives the development of the county-wide, coordinated strategies outlined in the Plan. The Profile and Plan encourage the most efficient use of existing resources and provide support for county entities in seeking additional resources to address needs and gaps. The VCP is instrumental in providing opportunities for networking of community entities and coordination of programs and services through the VCP website and email distribution list and at monthly general membership meetings, town halls and community meetings and events.

VALENCIA COMMUNITY PARTNERSHIP HEALTH COUNCIL

COMMUNITY HEALTH IMPROVEMENT PLAN

FY11-FY14



Sandra Chavez, Coordinator

(505) 352-3479

schavez@ydinm.org



Fiscal Agent: Youth Development, Inc.

428 Los Lentes, SE, P.O. Box 730

Los Lunas, New Mexico 87031

(505) 865-3999 FAX (505) 865-7422

Kathy Chavez, Associate Director



Endorsed by the Valencia County Board of Commissioners

Funding provided by the New Mexico Department of Health, Office of Health Promotion and Community Health Improvement

VALENCIA COUNTY COMMUNITY HEALTH IMPROVEMENT PLAN FOR FY11-FY14

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VALENCIA COUNTY COMMUNITY HEALTH IMPROVEMENT PLAN FOR FY11-FY14

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The analysis of the health information, along with a consideration of the capacity of the community systems to affect improvement in specific health outcomes, resulted in the identification of three health priorities which will be the focus of county-wide health improvement efforts over the next four years. These priorities are Teen Pregnancy and Unplanned Pregnancy in Young Women, Substance Abuse and Underage Drinking, and Access to Health Care. The focus will be on developing environmental strategies to address risk factors that increase the likelihood of negative health outcomes, such as the lack of comprehensive health education and prevention programming in the schools, easy access to alcohol and drugs, low enforcement of underage drinking laws, and the shortage of qualified health care providers and services. The goal is to provide the tools and support that will allow all individuals and families in the county to become resilient enough to deal with life's challenges without resorting to choices and behaviors that ultimately lead to negative health outcomes.

The VCP Health Council will act as the hub for the health improvement efforts outlined in the Four Year Plan. The County Health Profile, developed and maintained by the Health Council, provides an overview of health in the county using current localized data and perceptual information provided by community groups and key informant interviews. The Profile is updated at least every other year in order to take into account the most recent health information. This information drives the development of the county-wide, coordinated strategies outlined in the Plan. The Profile and Plan encourage the most efficient use of existing resources and provide support for county entities in seeking additional resources to address needs and gaps. The VCP is instrumental in providing opportunities for networking of community entities and coordination of programs and services through the VCP website and email distribution list and at monthly general membership meetings, town halls and community meetings and events.

INTRODUCTION

Community Description:

The population in Valencia County is remarkable for its diversity. There is a nearly equal division of most of the population between two major ethnic groups. According to the U.S. Census Bureau, in 2007 55.3% of the 72,000 people living in county were Latino/Hispanic and 38.% were White non-Hispanic. Other ethnic groups made up much smaller percentages of the population: 3.9% were Native American, 1.9% were Black, .7% Asian, .1% Pacific Islander and other. Many of the Latino/Hispanic and a smaller percentage of the White residents are the heirs of families that have been in the county for generations. For the most part these descendents choose to live in the larger incorporated communities of Bosque Farms, Peralta, Los Lunas and Belen and in informal, rural and historical land grant areas each of which has a distinct cultural history and set of values. A steady percentage of documented and undocumented immigrants, many of whom are monolingual Spanish speakers, reside predominantly in the East Mesa area. In contrast, there has been a recent explosive increase in population in Valencia County due to the new housing developments on the West Mesa and people, including retirees, moving to the county because of the suburban, small-town and rural lifestyles and more affordable housing opportunities. Adding to the diversity, a number of independent-minded residents choose to live in the more outlying and remote areas of the county, some are living "off the grid", without electricity, local water and other services. These individuals and families oftentimes must commute 10 to 30 miles or more over poorly maintained roads to find basic or emergency health care.

Native American youth and families primarily reside on the Isleta Reservation, which straddles the border between Valencia and Bernalillo Counties. However, adding to the diversity of life in the county, Isleta resident typically shop, go to school and seek services and entertainment in Valencia County communities. Consequently, non-profits like Youth Development, Inc. implement programs and services on and off the reservation with Isleta citizens.

Poverty is an emphatic social determinant in Valencia County. Nineteen percent (19%) of all county residents live below the Federal poverty level. The poverty rate for children under 18 is 28% and for single-mothers raising their children with no partner present, 51% live below the poverty level. (U.S. Census Bureau, 2005-2007 American Community Survey) Many of these low-income individuals and families live in housing that is substandard in neighborhoods that have access to few, if any, services, particularly in the more outlying areas of the county. Homelessness is increasingly apparent in the county. In contrast to this poverty, the new housing developments have brought an influx of middle class residents, many of whom choose to work, shop, go to school and seek entertainment and services in Albuquerque 20 miles to the North.

Purpose of the Plan:

Taking the demographic and cultural descriptions of the county population, together with the perceptual and statistical health and well being information, the VCP Health Council spearheaded the effort to develop this four-year Community Health Improvement Plan. This plan especially takes into account the disparities and inequities that exist in the county systems, programs and services and is offered as a guide for county-wide strategic efforts to increase protective factors and decrease risk factors related to the priorities identified in the County Health Profile, particularly focusing on the disparities with regard to these factors.

The Planning Process:

The Valencia County Four-Year Health Improvement Plan was developed after careful consideration and discussion of statistical health information for the county by the Health Council and community members, groups and organizations. There was also a careful analysis of the results from the Community Quality of Life Survey that looked at the perceptions of county residents on a variety of factors concerning health and well being in their neighborhood or community. As a result of this careful consideration, discussion and analysis, certain health and well being themes have emerged. One theme has to do with developing the health council into a viable force for effecting a positive change in health and well being for all Valencia County residents. Council development efforts are addressed in detail in the one year council work plan. The other themes have emerged from the statistical and perceptual analyses, and narrative descriptions of the county's population demographics, behaviors and environment. These themes point to the disparities and inequities that exist in the county.

VISION STATEMENT

Definition of Health and Healthy Community:

According to the World Health Organization, "Health is not only the absence of infirmity and disease but also a state of physical, mental, and social well being." The VCP Health Council defines a healthy community as "one where individuals and families have a sense of well being and safety within their environment, and where their feelings of being supported allow them to support others and their community".

In the first few months of 2009, the VCP began a series of discussions that looked at health in terms of the disparities and the inequities that are most apparent in the social and health systems in the county. There has been increasing interest by community members and organizations, in viewing and discussing the California Newsreel documentary, "Unnatural Causes...is Inequality making us sick?" and using this as a springboard for developing strategies and activities to address the inequities. Because this is causing a shift from thinking about the county health priorities as homogenous issues that affect all residents equally and in the same way, to taking a serious look at the disparities and inequities in the county, the Council's definition of a healthy community might be amended to read, "where all individuals and all families have a sense of well being and safety..."

Cultural Characteristics:

Valencia County culture is a blend of indigenous, generational, and "newcomer" characteristics and values. The interaction between the long term citizens who strive to maintain the traditional values and characteristics in their communities, and the more progressive ambitions of recent immigrants can at times become heated and contentious.



This difference in values, combined with Valencia County's relative proximity to Albuquerque with the programs and services available there, has resulted in the forestalling of projects that could benefit the health and well being of the rapidly growing county population. The VCP Health Council is striving to provide a dispassionate neutral venue where all sides of an issue can be examined and discussed and hopefully a consensus can be reached.

COMMUNITY HEALTH ASSESSMENT

The Valencia County Health Profile was developed by the VCP Health Council after presentation of local statistical, perceptual and narrative information to and discussion with the Council membership and the community through council meetings, town halls, community meetings and events. The Profile paints a picture of the County population as rich in diversity and independent spirit residing in a richly diverse environment. The published health data indicates that Valencia County is somewhere in the middle range of all 33 New Mexico counties for many health indicators and risk factors including teen pregnancy, infant mortality, and child poverty. However, the fact that Valencia County finds itself in the middle range of all counties, is, nevertheless, still something to be concerned about, given that it is in the middle range in a state that consistently places in the very low ranges for health and well being Indicators and in a country where health care costs are becoming unaffordable for many and where health outcomes in general are getting worse.

The data support the county residents' concern about the substance abuse rate, which is high – Valencia County was seventh in the state for drug-related deaths. County residents also expressed their concern about the inconsistent accessibility to health care. (VCP Community Quality of Life Survey) The data shows that in fiscal year 2007, over 26,000 hospital visits by county residents were made to UNM Hospital and clinics 15 to 50 miles to the north. UNMH is the only hospital in the Middle New Mexico area that accepts patients who have limited or no ability to pay, which can be the case for many county residents. Valencia County places in the lower middle range of all NM counties with regard to the rate of children, 0-18 years, living in poverty. Nevertheless, poverty, along with race and place are overarching issues that can be implicated in the disparate health and well being outcomes seen in the county.

PROBLEM DESIGNATIONS, ANALYSES, AND STRATEGIES

Teen Pregnancy and Unplanned Pregnancy in Young Women:

In 2007 the county's teen pregnancy rate was lower than the state's and the trend over the three prior years was slightly downward, although there are indications that in recent years the trend is inching upward again. The rate was determined only for girls 15 to 17 years old and the stories of middle school-aged girls getting pregnant have become far too common, as are the stories of young women, 18-24, dropping out of the programs at UNM-Valencia due to unplanned pregnancies. An analysis of the issues is outlined in the following worksheet.

Problem Analysis Worksheet for Teen/Unplanned Pregnancy in Valencia County

Domain	Determinants/Risk Factors	Consequences
Community	<ul style="list-style-type: none"> • Cultural/social trend of older men being with younger girls and women • Lack of comprehensive health education in the schools • Lack of self-esteem building opportunities for young women • Lack of women's health services 	<ul style="list-style-type: none"> • Increased burden on welfare system • Increased burden on health care system • Increased school drop-out rates • Decreased skilled workforce
Family	<ul style="list-style-type: none"> • History of early pregnancy in the family • History of domestic violence • History of substance abuse/mental health issues 	<ul style="list-style-type: none"> • Families without fathers • Grandparents raising children • Continuing cycles of poverty, domestic violence, substance abuse

	<ul style="list-style-type: none"> ◦ Lack of family involvement ◦ Poverty 	<ul style="list-style-type: none"> ◦ Increased likelihood of early pregnancy for daughters
Individual	<ul style="list-style-type: none"> ◦ Substance abuse and mental health issues ◦ Poverty ◦ Lack of education ◦ Lack of self-worth and self-esteem 	<ul style="list-style-type: none"> ◦ Poor health outcomes ◦ Reliance on welfare system ◦ Increased likelihood of another unplanned pregnancy

For the reasons outlined above, it has been decided that the teen pregnancy priority from the previous Health Improvement Plan will be retained and expanded to include preteen pregnancies and unplanned pregnancies in young women. The Health Improvement Plan focuses on environmental prevention strategies such as a community education campaign about the risks and consequences of early pregnancy, and about increasing awareness of the work and education opportunities available for girls and young women. Strategies also include advocating for comprehensive health classes in all middle and high schools in the county and for community-based programs that teach young men about their role and responsibility in a relationship, particularly if a child is involved.

Substance Abuse and Underage Drinking:

Alcohol and drug abuse are undeniable problems in Valencia County. According to the 2007 Youth Risk and Resiliency survey, 51% of students in grades 9-12 who completed the survey reported being current drinkers, 33% admitted to binge drinking in the past 30 days, and 28.5% had their first drink before the age of 13. Almost 3 out of 10 of these students were currently using marijuana, and 22.5% start using before the age of 13. Use of inhalants, pain killers to get high, and cocaine was also far too common an occurrence (8.1%, 9.7%, and 11.1% respectively). Valencia County ranked 7th of all the counties in the state for drug-induced deaths. The New Mexico rate for drug-induced deaths was significantly higher than the national rate in 2005 and both rates have been on an upward trend since 2000. (NM DOH, IBIS: Health Status Highlights for Valencia County) The highest rates for drug-related deaths in New Mexico are among Hispanics males, followed by White Non-Hispanic males.

Problem Analysis Worksheet for Substance Abuse/Underage Drinking in Valencia County

Domain	Determinants/Risk Factors	Consequences
Community	<ul style="list-style-type: none"> • Easy access to alcohol and drugs • Low enforcement of underage drinking laws • Lack of prevention education in the schools • Community norms and cultural traditions • Lack of treatment options • Lack of meaningful community involvement activities 	<ul style="list-style-type: none"> • Increased burden on welfare system • Increased burden on health care system • Increased school drop-out rates • Decreased skilled workforce • Overcrowded detention facilities
Family	<ul style="list-style-type: none"> • Family history of alcohol/substance abuse • Intergenerational mental health issues • Poverty • Dysfunctional family dynamics • Single-parent families 	<ul style="list-style-type: none"> • Increased burden of stress • Continuing cycle of poverty • Increased likelihood of descendants dealing with addictions
Individual	<ul style="list-style-type: none"> • Mental/emotional health issues • Lack of education • Poverty • Boredom, nothing to do 	<ul style="list-style-type: none"> • Addiction/alcoholism • Poor health outcomes • Continuing cycle of poverty

Health improvement strategies for this priority include advocating for prevention and intervention programs, developing community awareness campaigns around the legal and health risks of underage drinking and increasing collaboration among prevention organizations, coalitions and councils.

Access to Health Care:

According to the Health Resources and Services Administration, Valencia County is designated to have health professional shortages for primary medical care, dental, and mental health. There are no 24/7 emergency or urgent care facilities in the county. There is no residential treatment facility in the county. Of the 291 births that occurred in FY07, only 5 babies were actually born in the county, because there are no birthing facilities in the county. In FY07 Valencia County residents made 26,340 visits to UNM Hospitals and Clinics and incurred \$7,375,

701 in uncompensated costs. (UNM Health Sciences Center, Health Report Card for Valencia County) In 2006 county voters mandated the establishment of a hospital/health commons in the county which has been held up by litigation initiated by a small group of citizens and an ambivalent county commission.

Problem Analysis Worksheet for Access to Health Care in Valencia County

Domain	Determinants/Risk Factors	Consequences
Community	<ul style="list-style-type: none"> Shortage of qualified health care professionals Transportation/accessibility Cultural/political biases Undocumented population Underinsured Misuse of health care system 	<ul style="list-style-type: none"> Overburdened social and health care systems Cultural/political infighting with regard to health care systems Underserved population segments Poorer health outcomes for disparate populations Decreased workforce productivity
Family	<ul style="list-style-type: none"> Distrust of health care system Lack of motivation to seek health care Lack of understanding about the importance of health care Poverty 	<ul style="list-style-type: none"> Increased stress for families dealing with illness Isolation
Individual	<ul style="list-style-type: none"> Distrust of health care system Lack of motivation to seek health care Lack of understanding about the importance of health care Poverty 	<ul style="list-style-type: none"> Increased stress of dealing with illness Poor health outcomes Decreased productivity Isolation

Strategies for this priority focus on improving access to services by advocating for continuation of existing services and for new services as needed, in particular for a hospital/health commons in the county.

Valencia Community Partnership Four Year Community Health Improvement Plan FY11-FY14

Health Priority Area: TEEN PREGNANCY AND YOUNG ADULT UNPLANNED PREGNANCY

Aim: Reduce the risk factors and increase the protective factors related to Teen and Young Adult Unplanned Pregnancy

Goals	Objectives	Community Partners/Resources	Health Status Outcomes (Indicator)
<p>Goal 1: Reduce risk behaviors that contribute to teen and unplanned pregnancy and STDs.</p>	<p><u>Objective 1.1:</u> Work with community-based organizations to develop more community-based after school and summer programs to be implemented by 2011. These programs will promote healthy lifestyles, healthy relationships and setting achievable goals.</p> <p><u>Objective 1.2:</u> Work with the schools to develop comprehensive health classes to be implemented in all middle and high schools in Valencia County by 2011.</p> <p><u>Objective 1.3:</u> Work with community-based organizations to develop programs that focus on increasing male responsibility for healthy lifestyles and healthy relationships, programs to be implemented by 2011.</p> <p><u>Objective 1.4:</u> Develop community education campaign to change social norms that contribute to high rates of teen/unplanned pregnancy and STDs, to include increasing understanding in the community of research based, best practices used to reduce risky behaviors by 2011.</p> <p><u>Objective 1.5:</u> Work with the schools to</p>	<ul style="list-style-type: none"> Valencia Community Partnership CYFD Planned Parenthood NM DOH Providers (midwives, OB-GYN) Faith-Based Organizations YDI-Valencia Domestic Violence UNM-Valencia Los Lunas and Belen Schools GRADS Programs South Valley Male Involvement Project Palabra (program for young men) NM Teen Pregnancy Coalition Plain Talk Program School of Dreams Academy Boys and Girls Club County Extension Service Village of Los Lunas/Valencia County DWI program 	<ul style="list-style-type: none"> Decreased rates by 5% per year for total of 20% by year 4 of plan of teen/unplanned pregnancies (Kids Count Report, NM Teen Pregnancy Coalition Report, GRADS Reports) Decreased STD rates by 5% per for a total of 20% by 2014 for youth (NM DOH Report) All high and middle schools in Valencia County will participate in annual YRRS by 2012 Decreased rates by 5% per year for a total 20% by 2014 of unprotected sex among youth (YRRS) Increased rate by 5% per year for a total of 20% of age of first sexual intercourse to 18 (YRRS)

	implement participation by middle schools and continued participation by high schools in the Youth Risk and Resiliency Survey (YRRS), and widely disseminate YRRS results, ongoing through 2014		
<p><u>Goal 2:</u> Increase rates of High School and/or Secondary Education graduation and/or work placement for at-risk young women.</p>	<p><u>Objective 2.1:</u> Promote awareness of educational and workplace opportunities for youth through media and community-based education campaigns and working with schools to incorporate curricula into health education classes, by 2011.</p> <p><u>Objective 2.2:</u> Promote awareness of impact of teen/unplanned pregnancy on educational and work opportunities through media and community-based education campaigns and working with schools to incorporate curricula into health education classes, by 2011.</p> <p><u>Objective 2.3:</u> Promote awareness of impact of teen/unplanned pregnancy on the developmental process through media and community-based education campaigns and working with schools to incorporate curricula into health education classes, by 2011.</p>	<ul style="list-style-type: none"> • UNM-Valencia • Valencia Community Partnership • Los Lunas and Belen Schools GRADS Programs • SODA • YDI Workforce Investment Act Program • WorkForce Connection • TANF 	<ul style="list-style-type: none"> • Increased awareness of opportunities for youth (Community Survey) • Increased graduation rates by 5% per year for young women in High School and at UNM-Valencia (School Reports)

Health Priority Area: SUBSTANCE ABUSE AND UNDERAGE DRINKING

Aim: Reduce the risk factors and increase the protective factors related to Underage Drinking, Problematic Drinking Behaviors, and Substance Abuse.

Goals	Objectives	Community Partners/Resources	Health Status Outcomes (Indicator)
Goal 1: Decrease teen and young adult alcohol-related injuries and death.	<p><u>Objective 1.1:</u> Facilitate collaboration among current community stakeholders focused on underage alcohol use, prevention, and treatment ongoing through 2014.</p> <p><u>Objective 1.2:</u> Change social norms surrounding underage alcohol use; establish a public awareness program that encourages alternative attitudes towards alcohol use and abuse by 2011.</p>	<ul style="list-style-type: none">Valencia Community PartnershipYDI-Valencia DTBY and Underage Drinking Prevention ProgramsVC Juvenile Drug CourtVC JPPOTeen CourtNM DOHMental Health Providers (Hogares, Valencia Counseling...)VC LC13SODA ?Local Media (News Bulletin, Valencia! KARS radio...)Volunteer Organizations (Kiwanis, Optimists, Pilot Club...)Faith-Based Organizations (Peralta Methodist Church-Celebrate Recovery)Los Lunas and Belen SchoolsValencia County DWI CouncilVCS-CAT ?CORTIsleta Tribal Government.	<ul style="list-style-type: none">Decreased rates by 5% biannually of underage current and binge drinkers (YRRS)Increased age of first drink to 21(YRRS)Decreased alcohol-related motor vehicle death rates in the county by 5% per year. (DOH report)Increased awareness of risks of underage drinking. (Community Survey)Alcohol Related Injury?

<p><u>Goal 2:</u> Decrease illicit substance abuse among adults within the county.</p>	<p><u>Objective 2.1:</u> Increase adult substance abuse outreach, education, and prevention within the county. Increase and promote substance abuse prevention programs with community stakeholders and local government by 2011.</p> <p><u>Objective 2.2:</u> Establish a harm reduction program for illicit adult substance abusers by 2011.</p> <p><u>Objective 2.3:</u> Increase treatment programs for adult substance abusers within the county by 2011.</p>	<ul style="list-style-type: none"> • Valencia Community Partnership • Valencia County DWI Program • Valencia Counseling Services • Natural Balance Acupuncture • Local Government • NM Department of Health • Valencia County DWI Drug Court • Youth Development • Incorporated: Dare to Be You and Substance Abuse Programs • Local Churches • Children Youth and Family Division • Local Law Enforcement • District Court and Felony Drug Court • Hogares • Valencia County District Attorney's Office • School of Dream Academy 	<ul style="list-style-type: none"> • Establishment of a voluntary mentorship program for adult substance abusers. • Establishment of a Help Line for adult substance abusers • Establishment of an after-care program
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Health Priority Area: ACCESS TO HEALTH CARE

Aim: Improve access to health care services and programs for all Valencia County Residents

Goals	Objectives	Community Partners/Resources	Health Status Outcomes (Indicator)
<p><u>Goal 1:</u> To develop a comprehensive strategic plan to improve health care services that meets the needs of our growing county.</p>	<p><u>Objective 1.1:</u> Inventory current health care services in the county and identify needs and gaps by 2011.</p>	<ul style="list-style-type: none"> Valencia County Health Commons Board (501c3) Valencia Community Partnership Chambers of Commerce Valencia County Action Committee UMN-Valencia Local Policy-makers (County Board of Commissioners, Local legislators of Neighborhood associations Health care providers Legislative initiative groups (Health Security NM, Health Care for All, etc.) Concerned community members Local media (News Bulletin, KARS, etc.) 	<ul style="list-style-type: none"> Addition of 5 providers for services identified in the needs and gaps assessment Improved access by 20% to existing health care services (provider reports)
	<p><u>Objective 1.2:</u> Prioritize health care service needs 2011.</p>		
	<p><u>Objective 1.3:</u> Advocate for retention of current providers and addition of new health care resources as needed through community incentive programs and/or legislative initiatives by 2013.</p>		
<p><u>Goal 2:</u> There will be a hospital/health commons built in Valencia County.</p>	<p><u>Objective 2.1:</u> Provide a neutral, dispassionate venue for discussions of the hospital/health commons initiative and assure that all stakeholders are present. The mechanism would be individual conversations and group discussions with stakeholders to include mediation as needed. To</p>	<ul style="list-style-type: none"> Valencia County Health Commons Board (501c3) Valencia Community Partnership Valley Improvement Association UNMH UMN-Valencia Valencia County Action Committee Local Policy-makers (County Board of Commissioners, Local legislators of Neighborhood associations 	<ul style="list-style-type: none"> Establishment of a fully functioning hospital/health commons by 2014

	be completed by 2013.	<ul style="list-style-type: none"> • Health care providers • Concerned community members • Local media (News Bulletin, KARS, etc.) 	
<p><u>Goal 3:</u> Improve transportation systems and services to assure equitable access to health care.</p>	<p><u>Objective 3.1:</u> Develop and inventory of existing transportation services particularly with regard to low-income and Medicaid eligible populations and identify needs and gaps by 2011.</p> <p><u>Objective 3.2:</u> Work with existing public transportation organizations to develop additional transportation services for low-income residents to improve access to health services as needed by 2012.</p>	<ul style="list-style-type: none"> • Valencia Community Partnership • Local public transportation agencies (Rail Runner, Los Lunas and Belen Public Transportation...) • LC13 (Including Valencia Chapter • Valencia Counseling Services 	<ul style="list-style-type: none"> • Increased rates by 5% per year for a total of 20% by 2014 of usage of transportation services by low-income and Medicaid eligible populations and other identified populations as indicated by public transportation logs. (community surveys)

Vendor Listing

Wells Fargo—Los Lunas Branch: I talked to Elena Garcia, who recommended I speak to Steve Marsico. Monday, October 5, 11:00 we had a conference call. Per Steve, because we have our money with Bank of the West, they would not bid on the online banking/IVR. In attendance on the conference call was Dorothy Lovato, Treasurer; Diana Coplen, Chief Deputy; Elena Garcia, Assistant Vice President, Wells Fargo and Steve Marsico (unsure of his title) and myself, Joline Ortega, Valencia County Treasurer's.

Bank of the West -Eileen Givler, VP, Cash Management Sale. I was referred to Karen Patterson, Elavon, 505-342-2206. Karen asked what our "Payment Gateway" was. Not knowing what she was talking about I asked Lawrence Esquibel, IT Valencia County. When I called Karen back I let her know what system we use. She then stated that she could sell us software for \$899.00, \$10.00 a month plus credit card fees from the various CC Companies, that could be downloaded to our website. They have no access to IVR systems.

Bank of Albuquerque—Mike Bickel, V.P. Treasury Services, 505-222-8423. Mike stated he would have Kim Jackson get in touch with me. After a week, with no response, I called Mike to discuss what was available to us through his bank. He proceeded to tell me that, although his bank would love to help us, they do not have the resources to provide what we need.

My Bank—Marisol, 505-864-3301. Marisol stated that "My Bank" does not offer Online Payment Services or IVR.

First Community Bank—505-865-7006, talked to Donna at 11:44 a.m. 10-2-09. Donna stated that her bank does not offer the requested services.

New Mexico Bank & Trust—Rhonda Davis, Business Development Officer, 505-830-8186. Rhonda Stated that her bank would like to help, at this time bank card services, only, was what she could offer.

EXHIBIT D

Vendor Listing

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ELECTRONIC TRANSACTION PROCESSING AGREEMENT

This Electronic Transaction Processing Agreement, including its exhibits, ("Agreement") is made and entered into by and between Official Payments Corporation, a Delaware corporation ("OPC"), and Valencia County NM ("Agency").

OPC offers electronic check payment and processing transaction services and credit/debit card payment transaction services through an Internet interface over the web and an interactive telephone voice response system ("IVR"). Agency collects taxes, fines, fees and/or other types of monetary obligations from individuals and/or entities subject to its jurisdiction. Agency desires to permit payment of amounts owed to it by means of electronic transactions through the OPC System and to have OPC perform certain related services as described below.

Agreement

1. DEFINITIONS.

"*Agency Designated Account*" means the direct deposit/debit account(s) established and maintained by Agency at an Automated Clearing House ("ACH") receiving depository institution reasonably acceptable to OPC for payment of Citizen obligations and debit of Chargebacks, Return Transactions, fines and fees. Agency Designated Account is further described in Section 4.2.

"*Agency Payment*" means any payment that is owed by a Citizen to Agency and paid through a Payment Transaction.

"*Card Services*" means the services provided by OPC relating to credit card and/or pin-less debit card services provided in accordance with this Agreement and as detailed in Section 2.2 of this Agreement inclusive of payment and electronic funds transfer which enable Payment Transactions to be processed.

"*Chargeback*" means the reversal of a Payment Transaction previously credited to an Agency Designated Account.

"*Citizen*" means the person, business or entity who initiates and makes payment of the Agency Payment and Convenience Fee through a Payment Transaction.

"*Co-Brand*" means an electronic transaction containing payment and identification data which is initiated by the Citizen on the Agency website, then transferred to an OPC web page where the Citizen completes the transaction and is provided with a confirmation of the Payment Transaction.

"*Co-Brand Plus*" means an electronic transaction containing payment and identification data which is initiated by the Citizen on the Agency website, then transferred to an OPC web page where the Citizen completes the transaction. The Citizen is subsequently transferred back to the Agency web site along with confirmation of the Payment Transaction.

"*Convenience Fee*" means the fee charged to a Citizen by OPC for the convenience of Citizen making Agency Payments by use of the Services. The convenience fee schedule is set forth in Exhibit A (electronic check) and Exhibit B (credit/debit card).

"*Electronic Check Services*" means the services provided by OPC relating to electronic check services provided in accordance with this Agreement and as detailed in Section 2.1 of this Agreement inclusive of payment and electronic funds transfer that enable Payment Transactions to be processed.

"*OPC Designated Account*" means the direct deposit account(s) set up by OPC to receive payment of Convenience Fees, and any other fees owed to OPC.

"*OPC System*" means OPC's and its Suppliers' electronic payment processing system, including but not limited to, its technology, hardware, software and equipment.

"*Payment Transaction*" means an electronic payment transaction initiated by a Citizen by electronic check or by credit/debit card as provided below, at the OPC or Agency website or IVR, as applicable, and processed by OPC and/or its Suppliers under this Agreement.

"*Representment*" means a Return Transaction that was due to insufficient or uncollected funds that has been represented to Citizen's depository financial institution at the request of the Agency.

"*Return Transaction*" means a Payment Transaction that is unable to be processed by a Citizen's depository financial

institution.

"Return Transaction Fee" means the fee charged to Agency pursuant to Section 4.1 and Exhibit A.

"Services" means the Card Services and/or Electronic Check Services provided by OPC and its Suppliers pursuant to this Agreement.

"Simple Transaction Processor" (STP) means an electronic transaction and return confirmation containing payment and identification data, initiated and received by the Citizen on the Agency website, without a link or transfer to an OPC web page.

"Suppliers" means OPC authorized vendors including, but not limited to, ACH processor(s).

2. PROVISION OF SERVICES. As part of the Services, OPC shall provide the following:

2.1 Electronic Check Services.

2.1.1 Provide Citizens with the opportunity to make Agency Payments by electronic check through an Internet interface, and through an IVR system.

2.1.2 Provide real time processing of electronic check transactions, validate the bank transit routing number, validate the ACH eligibility of the bank transit routing, determine that the dollar amount is below or equal to the maximum and above or equal to the minimum specified by the Agency, validate checking account number for structure and validity and check against a negative file in an established proprietary database.

2.1.3 Create a transaction file and forward Payment Transactions to the Automated Clearing House (ACH), electronically debiting the Citizens' bank account and crediting the Agency Designated Account.

2.1.4 Settle Agency Payments into The Agency Designated Account within 72 hours after completion of the Payment Transaction.

2.1.5 Confirm the dollar amount of each Agency Payment made by Citizens and the corresponding Convenience Fees to be electronically debited from the Citizens' designated demand deposit account, and obtain the Citizens' authorization (electronic or otherwise) of such transaction prior to initiating the transaction.

2.1.6 Provide the Citizen with electronic confirmation of the electronic check transaction and retain electronic check authorization logs and transaction records for such period of time as required by applicable law and the regulations of the National Automated Clearing House Association ("NACHA").

2.1.7 Arrange for a unique check description for the Agency Payment that references the name of the Agency and arrange for a separate unique check description for the Convenience Fee that references OPC and the nature of the fee. This description is used to identify payment transactions and the convenience fee on the Citizens' bank statement.

2.1.8 Provide Agency with a daily report detailing Payment Transactions and Chargeback transactions.

2.1.9 During the implementation process, provide Agency with OPC's standard disclosures for Agency's incorporation into the system for all STP transactions.

2.2 Credit/Debit Card Services.

2.2.1 OPC shall provide Citizens the opportunity to make Agency Payments by credit card and "pin-less" debit card through both an interactive telephone voice response system ("IVR") and Internet interface.

2.2.2 OPC shall, on behalf of Agency, collect and process Agency Payments from Citizens using the American Express® Card, MasterCard®, VISA®, Discover® Card or other credit card mutually agreed upon by Agency and OPC (each, a "Card").

2.2.3 OPC shall begin providing the Services to Citizens on a date to be mutually agreed upon by OPC and Agency.

2.2.4 Agency authorizes OPC to debit the Agency Designated Account in connection with (i) any "reversed" Card transaction that is approved by an authorized representative of Agency and OPC, and (ii) any "Chargeback" Card transaction that is initiated by a Citizen and approved by an authorized representative of OPC and the Card company. OPC shall refund to the Citizen the corresponding Convenience Fee. The Agency agrees that it shall not refund in cash to a Citizen any Agency Payment made by a Citizen using OPC Services.

2.2.5 OPC shall forward Agency Payment Transactions to the appropriate Card organizations for settlement to the Agency Bank Account. OPC shall retain all Convenience Fees collected by it hereunder. In the event that OPC is unable to collect all amounts owed by Agency hereunder through debiting the Agency Bank Account, Agency shall promptly pay all owed amounts to OPC in immediately available funds.

2.2.6 OPC will confirm the dollar amount of all a Citizens' Agency Payments and the corresponding convenience fees to be charged to Citizens' Cards and obtain the Citizens' approvals (electronic or otherwise) of such charges prior to initiating credit authorizations.

2.2.7 OPC will provide Citizens with electronic confirmation of Card transactions.

2.2.8 For authorization purposes, OPC will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

2.2.9 OPC will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.

2.2.10 OPC will arrange for a unique line merchant description for the Agency Payment that references the name of Agency and arrange for a separate unique line merchant description for the Convenience Fee that references OPC and the nature of the fee.

2.2.11 OPC will provide Agency with logos, graphics, and other appropriate marketing materials for Agency's use in its communications with Citizens.

2.2.12 OPC will provide Agency with reports summarizing use of the Services by Citizens for a given reporting period.

3. AGENCY OBLIGATIONS. Agency obligations include the following:

3.1 Agency Credit/Debit Card and Electronic Check Obligations.

3.1.1 STP Transactions. This Section 3.1.1 shall only apply in the event Agency is using the Services via STP transactions. Agency understands that STP transactions take place on the Agency website without link to the OPC web page. Accordingly, Agency shall obtain and retain all records related to the initiation and authorization of transactions, including all digital (click-wrap) or written authorizations for OPC to collect and/or initiate transactions utilizing the OPC System. Digital (or, if applicable, written) copies of such records shall be delivered by Agency to OPC within fifteen (15) days of written request by OPC and shall otherwise be retained by Agency for a period of at least two (2) years following the date of the transaction. Agency shall be liable to OPC for any and all liabilities, claims, costs, expenses, reimbursement obligations, fines and penalties which arise in connection with a failure to timely secure and produce such records, authorization agreements or receipts in accordance with applicable laws and regulations, inclusive of NACHA rules and regulations. Agency shall (i) incorporate the OPC standard disclaimers into its website, (ii) present such terms to each citizen for viewing, (iii) allow citizens to print the terms for their records, (iv) require the citizen's affirmative electronic or written agreement to the disclaimer terms prior to submitting the Payment Transaction, (v) keep written record of the citizen's agreement to the disclaimer terms. OPC may change its standard disclosures from time to time with written notice to Agency, and Agency shall incorporate such changes into the disclaimers within five (5) business days after its receipt of such changes from OPC. Agency agrees to comply with the PCI security specifications attached as **Exhibit C** to this Agreement, which are incorporated by reference and made a part of this Agreement.

3.1.2 If Agency is using Co-Brand, Co-Brand Plus, or STP application; Agency shall take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the OPC System by Agency, Agency employees and agents, and Citizens. OPC may, but shall not be required to, assign to Agency one or more identification numbers or passwords for Agency's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Agency by OPC, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Agency.

3.1.3 With respect to all Chargebacks the Agency must allow direct debiting of the Agency's Designated Account for the amount of Agency Payments previously settled into the Agency Designated Account.

3.1.4 Other than permitting OPC to charge the Convenience Fees in accordance with this Agreement, Agency will not impose any surcharge or penalty on electronic check transactions made by Citizens under this Agreement.

3.1.5 If Agency requests a customized reporting format, Agency shall provide OPC with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require OPC's prior written approval.

3.1.6 Agency will not require, as a condition to making an Agency Payment, that a Citizen agree in any way to waive such person's rights to dispute the transaction with their banking institution for legitimate reasons.

3.1.7 Subject to the restrictions of the section entitled "Intellectual Property", Agency will actively promote the Services to its Citizens at its own expense. These promotions shall include publishing the relevant URL for the OPC Website and relevant telephone number (as applicable) on all tax instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, and all related marketing materials. Agency will obtain OPC's consent prior to publishing any materials that reference the Services or OPC, and Agency agrees to incorporate all reasonable changes requested by OPC into any of the marketing materials to ensure (i) the correct usage of the OPC trademarks and logos, (ii) the accuracy of the content, and (iii) reasonably acceptable graphics and presentation.

3.1.8 Agency shall be solely responsible, at their own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the OPC System.

3.1.9 Agency shall execute and deliver to OPC an ACH authorization agreement in the format provided by OPC to authorize electronic payments/debits to and/or from the Agency Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions intended under this Agreement. Agency will maintain and comply with applicable NACHA rules and regulations on behalf of itself, its employees, agents and Citizens.

3.2 Agency Credit/Debit Card Specific Obligations.

3.2.1 If required by the credit card organizations, Agency will enter into all applicable merchant Card agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.

3.2.2 Agency will provide to OPC all necessary documents and correspondence in connection with Chargeback transactions or other similar refund transactions.

3.2.3 Agency will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Agency's daily operations.

4. FEES, TAXES, AND PAYMENTS.

4.1. Electronic Check Fees and Taxes. Agency shall pay OPC fees for Services in accordance with the rates set forth on **Exhibit A** ("Fee Schedule"), which is incorporated into this Agreement by reference. OPC will charge Citizens a Convenience Fee for each Payment Transaction. The Convenience Fee is non-refundable. The Convenience Fee is processed with the corresponding Agency Payment as a part of a unified transaction. Agency fees are calculated on a monthly basis and are debited from the Agency Designated Account monthly in arrears by OPC or its Suppliers. In the event that OPC incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law or government or association regulation during the term of this Agreement, OPC may pass through such charges to Agency. Agency fees are subject to change by OPC after the initial term, upon thirty (30) days prior notice to Agency. Agency shall pay to OPC, and during the term of this Agreement and for sixty (60) days thereafter OPC (or its Suppliers) may debit from the Agency Designated Account, any other amounts owed by Agency under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), Returned Transaction Fees, ACH debits that overdraw the Agency Designated Account, and any other fines or liabilities incurred under this Agreement by Agency. Any fees and charges or other liabilities owed by Agency and not paid when due shall bear interest of 1.5% per month until paid.

4.2 Credit/Debit Card Fees. OPC may charge Citizens a Convenience Fee for each Card transaction processed, to be collected in addition to the corresponding Agency Payment as part of a unified Card transaction. A schedule of the Convenience Fees for Credit/Debit card Payment Transactions is attached to this Agreement as **Exhibit B**, and OPC may amend this schedule at any time upon prior written notice to Agency. Except for any fees to be paid by Agency as set forth in Exhibit B, OPC shall not charge Agency a fee in consideration for OPC providing the Card Services to Citizens. Enhancements to the Services or additional services not provided for in this Agreement, and any related fees payable by Agency in connection therewith, will be mutually agreed upon by OPC and Agency.

4.3 **Agency Designated Account.** Prior to any Payment Transaction, Agency will establish an Agency Designated Account and will provide OPC with the electronic record specifications necessary for funds settlement and the posting of Agency Payment data related to payments. Agency shall maintain such account during the term of this Agreement and for at least 90 days after expiration or termination for any reason. Agency agrees to maintain sufficient funds in the Agency Designated Account to satisfy all fees, charges and other obligations of Agency under this Agreement. Agency authorizes OPC, its assignee or its Suppliers to debit via ACH transfer, the Designated Account for any such amounts Agency owes OPC under this Agreement. If the amount in the Agency Designated Account does not contain sufficient funds to cover fees and obligations of Agency, Agency agrees to pay OPC the amount it owes under this Agreement upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. The authority granted by this Section shall survive the termination of this Agreement.

5. **SUSPENSION; RESTRICTIONS.** OPC may immediately suspend the Services or withhold Services or individual financial settlements in the event (i) OPC has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation or the NACHA rules and regulations, or (iii) the financial status or credit quality of Agency is substantially diminished in the reasonable discretion of OPC. OPC will provide notice and opportunity to cure if practical, depending on the nature of the event causing the suspension. In the event of a suspension under this Section 5, OPC may require Agency to establish a reserve account or institute other mutually agreed restrictions prior to OPC restoring Services. OPC shall have no liability for any suspension in accordance with the terms of this Section 5.

6. TERM AND TERMINATION.

6.1. **Term.** This Agreement shall be effective upon the date of full execution and has an initial term of two (2) years ("Initial Term"). This Agreement shall automatically renew for successive one year periods (a "Renewal Term"), for a total of four years, unless terminated pursuant to paragraph 6.2, *infra*. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

6.2. Termination.

- 6.2.1 **Termination For Cause.** Either party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not cured within thirty (30) days after written notice of such breach is provided to the other party.
- 6.2.2 **Termination By OPC.** OPC may terminate this Agreement at any time upon written notice to the Agency in the event the provision of the Services hereunder is determined by OPC in its sole discretion to violate any statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any statute, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by OPC.
- 6.2.3 **Termination For Convenience.** Either party may terminate this agreement for convenience upon 60 days prior written notice to the other party.
- 6.2.4 **Termination Management.** Immediately upon the effective date of termination of this Agreement, OPC shall not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency.

7. **ACCOUNT MONITORING; SECURITY.** OPC and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity to the extent it is with reasonable discretion and in compliance with applicable laws and government regulations, provided, that in no event does OPC assume any responsibility to discover any possible breach of Agency's security or misuse of the Services. Agency and OPC shall immediately notify the other if either discovers any breach of security. OPC shall have the right, at OPC's sole cost, to inspect Agency's operation, system and web site to verify Agency's compliance with its security obligations. Agency shall be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives and Citizens as a result of such failure in connection with the use of the Services.

8. **INTELLECTUAL PROPERTY.** In order that Agency may promote the Services and OPC's role in providing the Services, OPC grants to Agency a revocable, non-exclusive, non transferable, royalty-free license to use OPC's logo, trademarks and other service marks (the "OPC Marks") for such purpose only, in a form as approved by OPC. Agency does not have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, OPC Marks, service mark, trade name, trade dress, formula, OPC System, know-how, telephone number, telephone line,

domain name, URL, copyrighted image, text, script (including, without limitation, IVR or the OPC Website scripts) or other intellectual property right of OPC (collectively "OPC Intellectual Property"). All such OPC Intellectual Property, and all rights and title therein (other than rights expressly granted in this Agreement) are owned exclusively by OPC. Agency's license to use any OPC Marks shall terminate upon the earlier of (a) the effective date of termination or expiration of this Agreement, or (b) immediately, in the event of any breach of this section of the Agreement by Agency. Agency will not utilize any OPC Intellectual Property in any manner that would diminish its value or harm the reputation of OPC. Agency agrees that any use of the OPC Marks will conform to reasonable standards of acceptable use specified by OPC.

9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

The parties shall comply with all applicable laws, rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of the NACHA, the Card company rules and regulations, and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. OPC may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Agency, and Agency agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Agency, unless immediate compliance is required by law or regulation or otherwise agreed upon in writing by the parties.

10. WARRANTY AND DISCLAIMER.

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Agency shall provide to OPC the standard set up form for electronic check transactions ("Agency Set Up Form") and deposit instruction form for Card transactions ("Electronic Deposit Instructions") within ten (10) days of full execution of this Agreement. Agency represents and warrants to OPC that all information provided in such form is current, correct and complete. Agency agrees to notify OPC in writing of any changes to such Agency information within ten (10) days of such change.

10.2. Disclaimer. OPC and its Suppliers are providers of the Services, not insurers, and as such, Agency acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses including inadvertent loss or misstatement of data. OPC and its Suppliers do not, and cannot, control the flow of data to or from the OPC System, which depends in large part on the Internet and third parties, including without limitation connectivity/access providers. Accordingly, neither OPC nor its Suppliers warrant that the Services will be error free, uninterrupted, and secure or virus free, and OPC and its Suppliers disclaim liability resulting from or related to such events. Except as expressly provided for herein, the Services are provided "AS IS" and "AS AVAILABLE", and OPC and its Suppliers make no other representations or warranties of any kind whatsoever, whether express or implied, by operation of law or otherwise, including, without limitation, any implied or statutory warranties of merchantability or fitness for particular purpose.

11. INDEMNIFICATION. OPC shall defend, indemnify and hold harmless the Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of OPC, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of OPC resulting in injury or damage to persons or property during the time when OPC or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

12. LIMITATION OF LIABILITY. OPC OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OPC HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OPC'S TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION ASSOCIATED WITH THIS AGREEMENT OR THE SERVICES PROVIDED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE CONVENIENCE FEE PAID TO OPC IN CONNECTION WITH THE PARTICULAR PAYMENT TRANSACTION GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Agency acknowledges that without its agreement to the limitations contained herein, OPC would be compensated differently, and would charge Agency directly for Payment Transactions. Notwithstanding anything to the contrary contained herein, OPC shall not have any liability for delays in receipt or processing of Agency information or Payment Transactions due to causes beyond its reasonable control, including, without limitation, failures or limitations on the

availability of third party telecommunications or other transmission facilities or Agency's or Citizen's failure to properly enter and/or transmit information.

13. CONFIDENTIALITY. The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary, including but not limited to this Agreement and the terms, conditions and pricing contained herein, Agency and Citizen personally identifiable data, the OPC System, and OPC and Agency trade secrets, computer programs, software formulas, inventions, techniques, marketing plans, documentation strategies, and forecasts. Each party agrees that it will not make use of disseminate, or in any way disclose the other party's Confidential Information to any person, firm or business, except as authorized by this Agreement and limited to the extent necessary for performance of this Agreement, except that OPC may use information for tax collection and other purposes as specifically permitted by federal or state law; may use personal information provided by Citizens to establish and maintain individual user accounts requested to be established by such Citizens with OPC for purposes of the Services; and may use certain non-personally identifiable transaction data and IVR and OPC Website traffic information which are compiled in aggregate for the purpose of preparing and distributing statistical reports and for public company reporting purposes. Each party agrees that it will disclose Confidential Information of the other party only to those of its employees and Suppliers who have a need to know such information and who have agreed to be bound by the non-disclosure terms and conditions of this Agreement prior to disclosure. Each party agrees that it will treat all Confidential Information of the other party with the same degree of care as it accords its own confidential information, and each party represents that it exercises reasonable care to protect its own confidential information. However, neither party has responsibility for safeguarding the Confidential Information of the other party that is (i) publicly available, (ii) already rightfully in such party's possession and not subject to a confidentiality obligation, (iii) obtained by such party from third parties authorized to make such disclosure, or (iv) independently developed by such party without reference to or use of the Confidential Information of the other party. Notwithstanding the foregoing, the party receiving Confidential Information shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the receiving party provides the other party with commercially reasonable prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information, and provided that the receiving party has been advised by legal counsel that such disclosure is required by law, and such disclosure is limited to the minimum extent required by law. Within ten (10) business days following the date of any termination of this Agreement or upon expiration, Agency agrees to return all confidential information and materials provided by OPC to Agency.

14. GENERAL PROVISIONS.

14.1 Entire Agreement; Severability; Waiver. This Agreement, together with the attached exhibits constitutes the entire agreement between Agency and OPC with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Agency and OPC and/or its representatives(s) in connection with this Agreement. Agency agrees that the failure of OPC to enforce any terms or conditions of this agreement is not a waiver of such or any other terms or conditions herein contained. Except as explicitly provided by this Agreement, this Agreement may not be changed or amended except by a writing executed by authorized representatives of both parties. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision that most closely approximates the intent and economic effect of the invalid provision.

14.2 Remedies. Except as otherwise expressly provided in this Agreement, all remedies available to either party are cumulative and not exclusive, and termination, expiration or suspension shall not limit either party from pursuing other remedies available at law or in equity.

14.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit OPC from assigning this Agreement or its rights hereunder, nor require the consent of the Agency, in connection with any change of control, corporate reorganization, merger or consolidation of OPC. Any purported assignment, transfer, or delegation in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.4 Status of the Parties; Suppliers. OPC is an independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between Agency and OPC. No party shall have the authority to commit or bind any other party without such party's prior written consent. Agency acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by OPC Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Agency Designated Account in accordance with the terms of this Agreement.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of, excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state or federal courts located in the State of

14.6 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder shall be given in writing and shall be delivered personally or sent by certified mail (return receipt requested), or by nationally recognized overnight courier, and shall be deemed to have been delivered upon receipted delivery to the respective addresses set forth below. Any party may change its address for notice by providing notice to all other parties as provided herein. Notices to OPC shall be sent to:

Chief Operating Officer
Official Payments Corporation
10780 Parkridge Boulevard, 4th Floor
Reston, VA 20191

With a copy to:

General Counsel
Official Payments Corporation
10780 Parkridge Boulevard, 4th Floor
Reston, VA 20191

Notices to Agency shall be sent to:

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

With a Copy to:

Dorothy L. Lovato, Valencia County Treasurer
P. O. Box 939/ 501 Luna Ave.
Los Lunas, NM 87031

14.7 Force Majeure. OPC shall not be considered in breach of or in default of any of its obligations under this Agreement, and shall in no way be liable to the Agency hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible by acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, delays of common carriers or similar cause that are beyond OPC's reasonable control.

14.8 Survival. Any Section of this Agreement that logically survives the expiration or termination of this Agreement shall survive, including Sections 1, 3.1.1, 3.1.3, 4, 8, 11, 12, 13, and 14.

14.9. Records and Audit. OPC shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Agency and the Auditor of the State of New Mexico. The Agency shall have a right to reasonably audit billings both before and after payment.

14.10 No Authority to Bind. OPC agrees not to purport to bind the County of Valencia unless the OPC has express written authority to do so, and then only within the strict limits of that authority.

14.11 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.

14.12 Equal Opportunity Compliance. OPC 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, OPC agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, 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 OPC is found not to be in compliance with these requirements during the life of this Agreement, OPC agrees to take appropriate steps to correct these deficiencies.

14.13 Appropriations. The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the County to OPC. The Agency's determination as to whether sufficient appropriations are available shall be accepted by OPC and shall be final.

14.14 Conflict of Interest. OPC warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. OPC 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 have been followed.

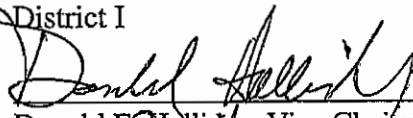
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

AGENCY: Valencia County, NM

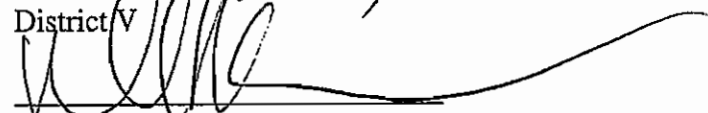
Date: 11-18-09

Board of County Commissioners
Valencia County, New Mexico


Pedro G. Rael, Chair
District I



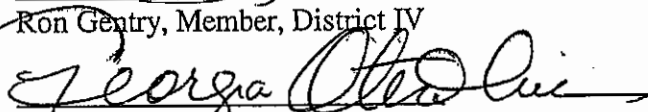
Donald E. Holliday, Vice Chairman,
District V



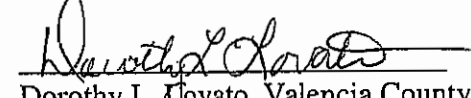
David R. Medina, Member, District III



Ron Gentry, Member, District IV

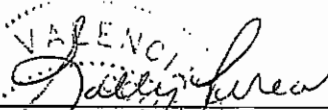


Georgia Otero-Kirkham,
District II



Dorothy L. Lovato, Valencia County Treasurer

Attest:



Sally Perea, County Clerk



OFFICIAL PAYMENTS CORPORATION:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A
Electronic Check Fee Schedule

Convenience Fees to be charged to Citizen by OPC:

\$ N/A per each Payment Transaction less than or equal to \$10,000.00
\$ _____ per each Payment Transaction greater than \$10,000.00

Agency Fees to be charged to Agency by OPC:

\$ N/A. initial Agency set-up fee

Please indicate Agency option choice:

- ☐ ☐ *Option #1*
- ☐ ☐ *Option #2*

Agency Option #1:

\$ _____ as a Returned Transaction Fee for each Return Transaction.
Option #1 does not include a Representment option.

Agency Option #2:

\$ _____ as a Returned Transaction Fee for each initial Return Transaction.
Option #2 includes one Representment.

Exhibit B
Credit/Debit Card Fee Schedule

The Convenience Fee will be set at 2.5% of the transaction amount, with a minimum charge of \$1, for payments below \$40

Exhibit C
PCI Security Requirements
(Applicable to Agency using STP Payment Processing Only)

PCI Data Security Standard is a set of requirements established by the Payment Card Industry to protect cardholder and transaction data. These requirements apply to all Payment Card Industry members, merchants, and service providers that store, process, or transmit cardholder data, and apply to all "system components", which is defined as any network component, server, or application included in, or connected to, the cardholder data environment. Network components, include, but are not limited to, firewalls, switches, routers, wireless access points, network appliances, and other security appliances. Servers include, but are not limited to, web, database, authentication, DNS, mail, proxy, and NTP. Applications include all purchased and custom applications, including internal and external (web) applications.

The Agency shall be responsible for Information Technology (IT) security for all personnel with access to the Agency network, systems connected to the Agency network or those applications developed and/or operated by the Agency.

This includes but is not limited to information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Examples of tasks that require security provisions include but are not limited to acquisition, transmission or analysis of data owned by Agency and/or OPC or access to Agency networks or computers at a level beyond that granted the general public, e.g., bypassing the Agency firewall.

PCI standards require that Agency shall have a documented, implemented, and properly maintained IT Security Plan for the duration of the Agreement.

This Plan shall describe the processes, procedures and training of personnel that will be followed to support the appropriate security of IT resources that are developed, processed, or transmitted during this Agreement.

This Plan must address the security measures and safeguards that will be provided to support the privacy, confidentiality, and integrity of sensitive information. It must address the protection mechanisms used for unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information.

Agency shall have appropriate technical, personnel, administrative, environmental, and access safeguards; and operate effectively and accurately.

Agency shall review all PCI technical and physical security requirements, and shall ensure that connections to all Agency platforms, operating environments, and applications are protected to prevent unauthorized access and assure accountability, availability, and integrity.

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2009. 53

SUBJECT: Increase the fee for Non-Sufficient Funds to \$40.00.

WHERE AS: The Valencia County Treasurer is charged with collecting all personal, commercial and real property taxes; and


WHERE AS: The Valencia County Treasurer is responsible by State Statute for accepting all property tax payments; current and delinquent; and

WHERE AS: The Valencia County Treasurer administers this fee to compensate for the paperwork, manpower and additional charges charged to the Treasurer's Office for returned payments.

NOW THEREFORE, BE IT RESOLVED that the Valencia County Treasurer with the support of the Valencia County Board of Commissioners increase the current Treasurer's Fee to \$40.00 to be implemented January 1, 2010.

Done this 18th day of November, 2009.


Pedro G. Rael, Chairman



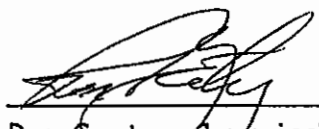
Donald E. Holliday, Vice-Chair



Georgia Otero-Kirkham,
Commissioner



David R. Medina,
Commissioner



Ron Gentry, Commissioner

EXHIBIT E

**COUNTY OF VALENCIA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZEN PARTICIPATION PLAN**

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the County of Valencia has prepared and adopted this Citizen Participation Plan.

Objective A

The County of Valencia will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. Action items:

1. Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of County upcoming meetings, actions and functions.
2. Develop press releases on County meetings, actions and hearings and circulate to newspapers, radio and television media.
3. Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.

Objective B

The county of Valencia will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. Action Items:

1. Public notices, press releases, etc., should allow for a maximum length of notice to citizens.
2. Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.
3. Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.

Objective C

Valencia County
Citizen Participation Plan

EXHIBIT F

Page 1 of 3

BOOK 068

PAGE 439

The County of Valencia will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals.

Note: the level and type of assistance is to be determined by the County. Action items:

1. Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the County upon request.
2. Document technical assistance provided to such groups and has documentation available for review.

Objective D

The County of Valencia will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Program. Action items:

1. Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.
2. Conduct a minimum of two public hearings:
 - a. One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.
 - b. A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.
3. Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.

Objective E

The County of Valencia will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

1. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
2. Allow for appeal of a decision to a neutral authority.

3. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

Objective F

The County of Valencia will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. Action items:

1. Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.
8. Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.

ADOPTED BY THE GOVERNING BODY OF VALENCIA COUNTY THIS 18 DAY
OF November 2009.

BOARD OF COUNTY COMMISSIONERS

Pedro G. Rael, Chair
District I

Donald E. Hordday, Vice-Chair
District V

Georgia Otero-Kirkham, Commissioner
District II

David R. Medina, Commissioner
District III

Ron Gentry, Commissioner
District IV

Attest:

Sally Rerea, County Clerk

Valencia County
Citizen Participation Plan

Page 3 of 3

COUNTY OF VALENCIA
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION
ASSISTANCE PLAN & CERTIFICATION

Section 104(d) of the Housing and Community
Development Act of 1974, as Amended

WHEREAS, Section 509 of the Housing and Community Development Act of 1987 (Public Law 100-242, approved February 5, 1988) amended section 104 of the Housing and Community Development Act of 1974 (the Act) by adding a new subsection (d); and,

WHEREAS, The new subsection 104(d) of the Act provides that a grant under section 106 (CDBG Programs) may be made only if the grantee certifies that it is following a "residential anti-displacement and relocation plan"; and,

WHEREAS, Local governments, recipients under the State CDBG Program, must make this certification to the State. The requirement applies only to those recipients of CDBG funds awarded to the State by HUD after October 1, 1988; and,

ACCORDINGLY, the foregoing plan represents the effort of the County of Valencia) to comply with the requirements of Section 104(d) of the Act and is certified herewith:

PLAN AND CERTIFICATION

The Board of County Commissioners herewith certifies that it will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.496 a(b).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligation or expending funds that will directly result in such demolition or conversion, the Board of County Commissioners will make public and submit to the Local Government Division of the Department of Finance and Administration the following information in writing.

1. A description of the proposed activity;
2. The location on a map and the approximation number of units, described by size (number of bedrooms), that will be demolished or converted;
3. A time schedule for commencement and completion of the demolition or conversion;

EXHIBIT G

4. The location on a map and the approximate number of dwelling units described by size (number of bedrooms) that will be provide as replacement dwelling units;
5. The source(s) of funding and a time schedule for the provision of replacement units; and
6. The basis for concluding that each replacement unit will remain a low/moderate-income dwelling unit for ten (10) years from the date of initial occupancy.

The Board of County Commissioners will provide relocation assistance, as described in 570-496-a to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

To the extent the County of Valencia participates in Federal Assistance Programs wherein the following anti-displacement strategies can be applied, and consistent with the goals and objectives of activities assisted under the Act, the will take the following steps to minimize the displacement of persons from their homes (this listing is not all inclusive):

DISPACEMENT STRATAGY

A. Steps to Minimize or Prevent Displacement

1. Plan, organize and stage the rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation so as to provide the most convenience, safe and economically sound rehabilitation effort possible.
2. Assist in the identifying and locating of temporary relocation facilities in order to house families whose displacement will be of short duration, so that they can move back to their neighborhood after rehabilitation or new construction.
3. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent the placing of undue financial burdens on long-established owners or on tenants of multi-family buildings.
4. Counsel and advise homeowners and renters to understand the range of assistance that may be available to meet and protect their housing rights and interests.
5. In cooperation with neighborhood organizations, continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.

B. Actions to Assist Displaced Persons to Remain in Their Present Neighborhoods

1. Provide lower-income housing in the neighborhood through HUD housing programs; purchase units as is; rehabilitate vacant units; or construct housing units.
2. Give priority in assisted housing units in the neighborhood to area residents facing displacement.
3. Target Section 8 existing programs and certify to households being displaced, and recruit area landlords to participate in the program.
4. Provide counseling and referral services to assist displaced persons in finding alternate housing in the neighborhood.
5. Work with area landlords and real estate brokers to locate vacancies or households facing displacement.

C. Actions to Otherwise Mitigate Adverse Effects of Displacement

1. Use of public funds, such as CDBG, to pay moving costs and provide relocation payments, or, to the extent permissible by local or state law require private developers to provide compensation to persons displaced by development activities.
2. Give displaced persons priority in obtaining subsidized housing.
3. Provide counseling and referral services to assist displaced persons to locate elsewhere in the community.

It shall be the policy of Board of County Commissioners that all persons displaced by CDBG activity shall be relocated into housing that is:

- a.) Decent, safe and sanitary;
- b.) Adequate in size to accommodate the occupants;
- c.) Functionally equivalent;
- d.) In and are not subject to adverse environmental conditions.

ADOPTED BY THE GOVERNING BODY OF VALENCIA COUNTY THIS 18 DAY
OF November 2009.

BOARD OF COUNTY COMMISSIONERS

Pedro G. Rael, Chair
District I

Donald E. Holliday, Vice-Chair
District V

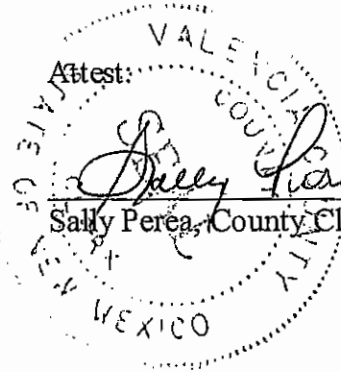
Georgia Otero-Kirkham, Commissioner
District II

David R. Medina, Commissioner
District III

Ron Gentry, Commissioner
District IV

Attest:

Sally Perea, County Clerk



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

Project No. 06-C-NR-I-02-G-32

THIS GRANT AGREEMENT made and entered into as of this ____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 201, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter called the DIVISION, and Valencia County, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the authority of Title I of the Housing and Community Development Act and 1974 (Public Law 93-383), as amended; and

WHEREAS, the Grantee's submissions for Title I assistance and the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), hereby incorporated by reference, and the certifications of the Grantee hereto attached, constitute part of the Grant Agreement;

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the program outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change in the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.
- C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.
- D. In the event that the Grantee should decide to use either a questionnaire or a survey form in the performance of this Grant Agreement, such questionnaire or survey form must be approved by the Division prior to being circulated to the public.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. This Grant Agreement becomes affective as of May 1, 2009 through May 1, 2010 upon full execution by the parties.

EXHIBIT H

- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT

A. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, as indicated in Exhibit "B" Project Schedule, the Grantee shall be required to make periodic Progress Reports to the Division. The reports shall be submitted on forms provided by as Exhibit "D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as may be of assistance to the Division in its evaluation.
2. One (1) copy of said Progress Reports shall be submitted to the Division not later than, August 10, 2009, November 10, 2009, February 10, 2010, May 10, 2010, for review and approval. (*Progress Report is Exhibit 1-D of the 2009 CDBG Implementation Manual*).

B. Final Project Report

1. The Grantee shall submit to the Division one (1) copy of the Final Report no later than 25 days after the Grant Termination Date. The report shall include all of the information required of the Biannual Reports as set forth in Article III. A. herein.

C. Project Closeout

1. Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished: 1) full and satisfactory completion of all work and services; 2) submission by the contractor to the Grantee of the final inspection report with all deficiencies corrected; 3) official acceptance by letter from the Grantee to the contractor of all contracted work or services; 4) receipt and approval by closeout monitoring letter from the Division of the Final Project Report referred to in Section B of this Article III; and 5) clearance by the Division of all monitoring findings and completion of all the specific project closeout requirements and documents as set forth in the CDBG Implementation Manual provided by the Division to the Grantee, its terms and conditions are incorporated herein by reference and made part of this Agreement. The final determination of "substantial completion" is made solely by the Division.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed \$200,000.00. The funds are to be expended in accordance with the budget attached as Exhibit "D" and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the Division.
- B. The funds mentioned in Article IV Paragraph A herein shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- C. Payments shall only be made upon receipt by the Division of an official Request for Payment which shall include a transmittal letter, completed Request for Payment Form, attached as Exhibit "M" and proper supporting documentation for all related expenditures. Requests for Payment may be disputed and withheld, if in the sole opinion of the Division, satisfactory progress on the Project has not been accomplished or the requests for payments are not within the Project Description, Exhibit A and Project Cost/Financing Summary, "Exhibit C". In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay the contractor in compliance with the provisions of the Retainage Act, Sections 57-28-1 through 57-28-11 NMSA (1978) (2001 Supp) and the Agreement between the Grantee and the Contractor.
- D. The Grantee understands and agrees that it alone is obligated to pay all of its contractors in a timely manner consistent with the requirements of the Retainage Act Sections 57-28-1 through 57-28-11 NMSA 1978 (2001 Supp.). The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to any of its contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Retainage Act, supra.
- E. The Grantee further agrees, in compliance with the Retainage Act, Sections 57-28-1 through 57-28-11 NMSA 1978 (2001 Cum. Supp.), that the Agreement between the Grantee and any Contractor shall contain the following legend in clear and conspicuous type on each page of the plans including the bid plans and construction plans.
- "Notice of Extended Payment Provision"
- "This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- F. The Grantee further agrees, in compliance with the Retainage Act, Sections 57-28-1 through 57-28-11 NMSA 1978 (2001 Cum. Supp.) that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay his subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to his subcontractors and suppliers

beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.

- G. The Grantee further agrees that, pursuant to sections 57-2-8 of the Retainage Act, supra., ten days after certification of completion, (as defined as "substantial completion", Article III C. herein, any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
- a. A properly executed release and duly certified voucher for payment; and
 - b. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
 - c. Proof of completion
- H. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which funds are expended. The Division retains the right to recover funds from the Grantee for any disallowed costs by HUD for any reason, including but not limited to, the results of any interim or the final audit.
- I. It is understood and agreed that all funds must be expended in the amounts and for the purposes designated in Exhibit "A", herein. All Requests for Payments for the purposes set forth in Exhibit "A" shall be received by the Division no later than 25 days after the Grant Termination Date. Any funds received from the Division by the Grantee for items or services outside the scope, amount and purpose of the projects set forth in Exhibit "A" shall be immediately returned to the Division. If the Grantee possesses any advanced and unexpended funds remaining after all of the terms and the conditions of this Grant Agreement have been satisfied, such unexpended funds shall revert to the Division for disposition by the New Mexico Community Development Council.

ARTICLE V - SUSPENSION, TERMINATION, MODIFICATION OR AMENDMENT

- A. The Division, by written notice to the Grantee, shall have the right to suspend, terminate, modify or amend this Grant Agreement if, at any time, in the judgment of the Division, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the Division may demand repayment of all or part of the funds disbursed to the Grantee.
- B. Amendment or modification of the terms and conditions of the Grant Agreement shall only be by mutual written agreement between the Grantee and the Division.

ARTICLE VI - CERTIFICATION

- A. The Grantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally-assisted program, including but not limited to, Title I of the Housing and Community

Development Act and 1974 (Public Law 93-383), as amended and the HUD regulations at 24 CFR Part 570 as now in effect and as may be amended from time to time and the DFA CDBG Regulations, 2.110.2, as now in effect and as may be amended from time to time.

B, Also, the Grantee gives assurances and certifies with respect to this Grant that:

- 1.. The Grantee possesses legal authority to accept these Grant funds and execute a community development block grant program;
2. The Grantee governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to submit the final application, along with all understandings and assurances contained therein;
- 3.. That prior to submission of its final application to the Division, the Grantee met appropriate citizen participation requirements, and will continue to provide opportunities for citizen participation;
4. The Grantee shall, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
5. The Grantee's chief executive officer or other officer:
 1. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.5; and
 2. Is authorized and consents on behalf of the Grantee to accept the jurisdiction of the federal courts for the purpose of enforcement of responsibilities as such an official.
6. The Grant will be conducted and administered in conformity with:
 - a. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
 - i) "Public Law 88-352" refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - ii) "Public Law 90-284" refers to Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-20), popularly known as the Fair Housing Act which states that it is the policy of the United States to provide, within

constitutional limitation, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, financing or the provision of brokerage service including otherwise making available or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- iii) Executive Order 11063, as amended by Executive Order 12259 which directs the Department of Housing and Urban Development to take all action necessary and appropriate to prevent discrimination. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.
- b. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to otherwise qualified handicapped persons as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). HUD regulations are contained in 24 CFR Part 146 and 24 CFR Part 8 respectively.
- c. The government wide rule implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) under the new rule at 49 CFR Part 24 and published on March 2, 1989 in the Federal Register (54 FR 8912); and a "residential anti-displacement and relocation plan" as described in 24 CFR 570.496 a (b), providing for the replacement of low and moderate income housing and certain relocation assistance.
- d. The Labor Standards of the state and the U.S. Secretary of Labor in accordance with the Davis-Bacon Act and as covered under section 110 of the Housing and Community Development Act of 1974, as amended, and as set forth in 24 CFR Part 570, Subpart K of HUD regulations.
- e. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) which requires that to the greatest extent feasible employment and training opportunities be given to low and moderate income persons residing in the area where the project is located, and that contracts be awarded to eligible businesses located or owned in substantial part by persons residing locally, and that the grantee shall adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive.
- f. Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant to (41 CFR Chapter 60) which provides that contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship as required under the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
- g. The policies of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act and as issued pursuant to

section 104 (g) of the Housing and Urban Development Act and contained in 24 CFR Part 58.

- h. The requirements of the Flood Disaster Protection Act of 1973 (Public Law 93-234; as amended) and if necessary with the participation requirements of the National Flood Insurance Program.
 - i. The prohibition against the use of lead-based paint of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)). Such prohibitions are contained in 24 CFR Part 35, Subpart B, and are applicable to residential structures.
 - j. The regulations, policies and uniform administrative requirements and standards of OMB Circular Nos. A-102 and attachments; A-87, "Principals for Determining Costs Applicable to Grants and Contracts with State, Local... Governments"; A-133 "Audits of State and Local Governments", and with the "Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments" as may apply under 24 CFR Part 85 to the acceptance and use of this federally assisted program. The Grantee will submit a copy of the audit report to the Local Government Division project representative within 30 days after its release.
 - k. Section 104(b)(5) of the Housing and Community Development Act of 1974, as amended, which covers limitations on the recovery of capital costs for public improvements assisted in whole or in part with CDBG funds.
7. The Grantee shall abide by the Conflict of Interest provision in 24 CFR 85.36 and HUD regulations. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors incorporate in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
8. The Grantee shall comply with the provisions of the Hatch Act which limits the political activity of employees;
9. The Grantee certifies, to the best of its knowledge and belief, no Federal or any other funds have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any federal grant, contract, loan or cooperative agreement; and, that the grantee shall require certifying language prohibiting lobbying to 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 such subrecipients shall so certify and disclose accordingly.

10. The Grantee shall minimize displacement of persons as a result of activities assisted with CDBG funds.
11. The Grantee shall comply with all other applicable state and federal laws, regulations, requirements and policies.
12. The Grantee shall finance its share (if any) of the costs of the Project, including all project overruns.

ARTICLE VII - COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Grant Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

ARTICLE VIII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

- A. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring release of funds by the State of New Mexico under the Environmental Review Procedures for the Community Development Block Grant Program at 24 CFR Part 58; until such release is issued in writing.
- B. The Grantee shall take all action necessary to correct any inconsistencies with federal regulations implementing the Housing and Community Development Act of 1974, as amended, if applicable, within ninety (90) days of the effective date of such regulations.
- C. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project.

Name and Title: Ruben Chavez, Code Enforcement Director

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

Telephone: 505-866-2035

- D. The Grantee shall submit all project related contracts, agreements and subsequent amendments to the Division for review and approval prior to execution. Pre-grant agreement project related contracts shall also be submitted for review and approval by the Division. Disbursement of Grant funds is conditioned upon the Grantee's contracts,

subcontracts and agreements complying with the requirements of this Grant Agreement, including but not limited to, Articles IV and VI herein.

- E. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Retainage Act, Sections 57-28-1 through 57-28-11 NMSA 1978 (2001 Cum. Supp.) and have been filed, reviewed and/or approved for adequacy and code and standards compliances by appropriate state agencies as may be required before a Project is advertised for sealed construction bids. Evidence of that filing, review or compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
- F. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by Project signs erected at the project site prior to construction. Project signs shall include the name of the project, the name of the grantee, total cost of the project, a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be carefully maintained until the project has been completed. Signs shall not be smaller than 4' x 4' nor larger than 8' x 8' except to meet special or local requirements. No other information shall be included on project signs.
- G. Acknowledgment of funding assistance from the Community Development Block Grant Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.

ARTICLE X - OTHER SPECIAL TERMS AND CONDITIONS

Reversion of assets - If the Grantee possesses any advanced and unexpended funds upon the expiration of this Grant Agreement, the Grantee shall transfer to the Division such funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. Upon expiration, the Grantee agrees that any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including loans) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, 24 CFR 570.208, for the useful life on any facility, building, improvement or other project acquired, constructed or improved with CDBG funds for its useful life; or 2) if the facility, building, improvement or other project acquired, constructed or improved with CDBG funds is not used in accordance with 24 CFR 570.208 for its useful life, for any reason whatsoever, including destruction of the facility, building, improvement or other project, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after the useful life of the facility, building, improvement or other project acquired, constructed or improved with CDBG funds for its useful life.

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

Donald E. Holliday GRANTEE
County Commission Chairman

11-18-09
Date

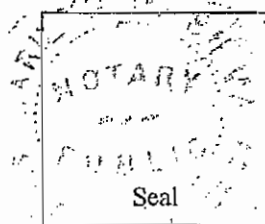
Donald E. Holliday
(Type or Print Name)

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

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by

Donald E. Holliday

Raul R. [Signature]
Notary Public



My Commission Expires: April 6, 2013

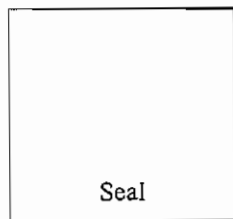
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____
Robert M. Apodaca, Director

Date

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by
Robert M. Apodaca.



Notary Public

My Commission Expires: _____

**EXHIBIT 1-A
PROJECT DESCRIPTION**

Name of Grantee:	<u>Valencia county</u>
Project Number:	<u>06-C-NR-I-2-G-32</u>
Grant Amount:	<u>\$200,000</u>

The project will consist of code enforcement and the abatement of approximately 40-50 dwellings that are abandoned, dangerous, and threat to public health.

The County will provide a cash match of %20,000 or 10% required match.

A total of 44,321 residents of which 22,648 persons or 51.1% are LMI.

EXHIBIT B
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DEPARTMENT OF FINANCE & ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Name of Applicant/Grantee	Valencia County	Starting Date of Project	Completion Date of Project
CDBG#	06-C-NR-1-01-G-32	May-06	May-10

Project Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
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Objective: Implementation Phase

Milestones:	J	F	M	A	M	J	J	A	S	O	N	D
1. Organize and Set-Up files 2. Submit Depository & Signature Cards 3. Complete Environmental Review Record 4. Prepare RFP/Notice for Professional Services 5. LGD Review/Approval of Engineering Agreement & Related Documents												
Objective: Property Identification	Complete											

Objective: Property Identification

Milestones:												
Identify Public Nuisance Implement Notification Procedure Initiate Title Search Process County Commission Approves Condemnation Resolution												
Objective: Construction Phase	Complete											

Objective: Construction Phase

Milestones:	XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Obtain Cultural Survey Information Undertake Demolition Phase Abate Abandon and Dangerous Properties Cost Accounting and Notice of Lien Monitoring and Closeout	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX

EXHIBIT C
State of New Mexico
DFA - Local Government Division
PROJECT COST / FINANCING
SUMMARY

TYPE OF BUDGET		Date
[] Application [] Grant Agreement [X] Amendment		9-Oct-09
CDBG Amount	Other Amount	Grant No.
\$200,000		06-C-NR-I-1-G-32
May 1, 2006 May 1, 2010		Phase
		One

Applicant	Project Title	
Valencia County	Abandon Building Abatement	

PROJECT COST ACTIVITIES	CDBG FUNDS	PROJECT FUNDING SOURCES		TOTAL PROJECT COST
		OTHER SOURCES (Identify other funds - local, state, federal or private)	Local In-Kind	
		Local Cash Match		
Administration*				
a) Personnel				
b) Travel				
c) Supplies				
d) Contractual				
e) Other/Audit				
Architect/Engineer				\$0.00
Other Professional	104,000.00	14,000.00		\$118,000.00
Inspection (testing)				
Property Acquisition				
Construction/Rehab.	88,500.00	6,000.00		\$94,500.00
Contingencies				
Other Activities (list)	7,500.00			\$7,500.00
Computer Equip.				
TOTALS:	\$200,000.00	\$20,000.00		\$220,000.00

New Mexico Traffic Safety Project Information Sheet

1. Project Title and Project Number:

OPERATION DWI (October 1, 2009 – September 30, 2010)

10-AL-164-109

2. Grantee: VALENCIA COUNTY SHERIFF'S DEPARTMENT **Phone:** 505-866-2400

Fax: 505-866-2027

Address: P. O. Box 1585

City, State, Zip: Los Lunas, NM 87031

Project Director and Title: Lieutenant Simon Martinez

3. Government Unit: VALENCIA (COUNTY)

Phone: 505-866-2438

Address: P. O. Box 1585

Fax: 505-866-2024

City, State, Zip: 87031, NM 87031

Authorizing Official and Title: Eric Zamora, County Manager

4. Traffic Safety Bureau Program Manager: Cindy Abeyta

Phone: 505-827-0490

5. Budget:

	Fund	Funding Source
Funding Source	10010	164
Personal Services		\$2,001.00
Contractual Services		\$0.00
Commodities		\$0.00
Indirect Costs		\$0.00
Other		\$21,300.00
FUNDING SOURCE TOTAL:		\$23,301.00
End Date:	09/30/10	

EXHIBIT I

PROJECT TITLE: OPERATION DWI
PROJECT NUMBER: 10-AL-164-109
GRANTEE NAME: VALENCIA (COUNTY)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its **NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY BUREAU**, hereinafter referred to as DEPARTMENT or TSB, and VALENCIA (COUNTY), hereinafter referred to as the GRANTEE.

In consideration of the covenants contained herein and pursuant to the DEPARTMENT'S authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the parties agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding to New Mexico law enforcement agencies for Driving While Impaired (DWI) sobriety checkpoints and saturation patrols aimed at reducing alcohol-related crashes, injuries, and deaths. The GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Bureau Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual.

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$23,301.00. The DEPARTMENT has determined the funding source will be Federal Section 164 (Alcohol countermeasures), which is subject to change by the DEPARTMENT. Funding sources and CFDA numbers may change. The GRANTEE will be notified in writing and a written amendment will not be necessary.
(CFDA # 20.608)
2. The GRANTEE shall pay all PROJECT costs that exceed \$23,301.00.

The project budget is itemized as follows:

Personal Services	\$2,001.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$21,300.00
TOTAL	\$23,301.00

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Bureau when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Bureau is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

B. PROGRAM SERVICES:

1. Conduct individual and joint police agency participation in statewide highly publicized sobriety checkpoints and saturation patrols that are conducted in accordance with state and federal court rulings, specifically *City of Las Cruces v. Betancourt* at 735 P2nd 1161, as well as the Sobriety Checkpoint Manual, the Traffic Safety Bureau's (TSB) Project Management and Procedures Manual, and applicable Federal regulations.
2. Conduct a minimum of 4 checkpoint(s) and a minimum 4 saturation patrol(s) during the four (4) Superblitz periods, one (1) Mini Superblitz Period, and the National DWI Mobilization period set by the Traffic Safety Bureau and complete required follow-up billing for these efforts.
3. Conduct a minimum of 3 checkpoint(s) and a minimum of 12 saturation patrol(s) during the expanded enforcement period and complete required follow-up billing for efforts.
4. Up to 10 percent of overtime funds may be used for administrative costs for administering this program. Administrative costs include overtime for dispatchers that work the project and/or overtime for officers and/or civilian employees who process paperwork for the project. Prior written approval from the Traffic Safety Bureau is required for expenditures not described herein. Administrative costs claimed may not exceed 10 percent of the monthly claim. Complete appropriate section on Reimbursement Claim form.
5. The Department anticipates that it will cost \$900.00 per checkpoint with a

minimum of 6 officers for a minimum of 5 hours, and will reimburse the agency at that rate. The negotiated Superblitz Incentive Rate will cost \$1,200.00 per checkpoint.

6. As part of the Superblitz Incentive Program Agencies who have agreed to conduct a checkpoint during a scheduled Superblitz period will receive an additional \$300 flat rate in addition to their negotiated checkpoint rate under the Traffic Safety Bureau's "Superblitz Incentive Program".
 - a. Agencies who wish to participate in the Superblitz Incentive Program must have prior approval from the Traffic Safety Bureau in collaboration with the New Mexico Law Enforcement Liaisons representing the Bureau.
 - b. Agencies will only be reimbursed upon demonstrating in their reimbursement claim that the checkpoint was held during a scheduled state-sponsored Superblitz period.
 - c. Agencies will not be reimbursed the flat rate of \$300 dollars if the checkpoint is held outside the state-sponsored Superblitz period but will be able to receive their regular rate.

The Department agrees to reimburse the Agency \$1,200.00 for each checkpoint conducted with a minimum of 6 officers for a minimum of 5 hours during a scheduled Superblitz period as per the Superblitz Incentive Program. However, if the cost is less, the excess funds will be spent in this priority:

- a. Pay for any checkpoint expenses over and above the reimbursement rate per checkpoint.
 - b. After all checkpoint expenses have been satisfied, excess funds are to be spent on activities related to ODWI program functions or related to DWI activities, including, but not limited to: overtime for officers to attend court hearings resulting from DWI arrests made while conducting ODWI enforcement activities, time/overtime for administrative/non-enforcement by directly assisting with the enforcement activities or by the enforcement staff conducting administrative duties, etc.
 - c. Excess funds can also be used to purchase DWI-related equipment and supplies. Any equipment purchased must be invoiced by September 30, 2010. Any items/equipment ordered must be received by the agency by November 30, 2010. If the agency plans to spend the excess funds on equipment valued at over \$5,000 per item, the agency SHALL request and receive prior written approval from TSB, who must obtain NHTSA approval.
7. Funds may be used to pay actual overtime expenses (hourly rate X 1.5) for officers to attend court hearings, which result from an arrest while working the Operation DWI project overtime.
 8. Saturation Patrols will consist of a minimum of two officers working at the same time and in the same general area. The Department anticipates that it will cost \$30.00 per hour, per officer, and will reimburse the agency at that rate. However, if the cost is less, the excess funds will be spent in

this priority:

- a. Pay for any saturation patrol expenses over and above the reimbursement rate per saturation patrol/officer.
 - b. After all saturation patrol expenses have been satisfied, excess funds are to be spent on activities related to ODWI program functions or related to DWI activities, including, but not limited to: overtime for officers to attend court hearings resulting from DWI arrests made while conducting ODWI enforcement activities, time/overtime for administrative/non-enforcement directly assisting with enforcement activities or enforcement staff conducting administrative duties, etc.
 - c. Excess funds can be used to purchase DWI-related equipment and supplies. Any equipment purchased must be invoiced by September 30, 2010. Any items/equipment ordered must be received by the agency by November 30, 2010. If the agency plans to spend the excess funds on equipment valued at over \$5,000 per item, the agency SHALL request and receive prior written approval from TSB, who must obtain NHTSA approval.
9. Agency shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.
 10. Agency is responsible for submitting all DWI citations to the Motor Vehicle Division of the New Mexico Taxation & Revenue Department within 10 days of the issuance of the citation(s). If citations are not submitted within 10 days, future funding could be affected.
 11. Traffic Safety equipment purchases will follow the State Procurement Code.
 12. Reimbursement requests require the designee's original signature.
 13. The final reimbursement request must be submitted by October 31, 2010. Requests submitted after October 31, 2010 may not be reimbursed.
 14. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Traffic Safety Bureau's requests for three (3) years after the expiration date of this Agreement.
 15. The agency is responsible for notifying the enforcement coordinator, the law enforcement liaison assigned to the agency, and the TSB program manager of any changes in project coordinators.
 16. Agencies receiving funding from the Traffic Safety Bureau are required to submit timely crash reports according to NMSA Section 66-7-207.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of fatalities involving driver/motorcycle operators with .08 or higher BAC from 133 in 2007 to 120 in 2009. (C-5;FARS Data)

Local Goals:

1. Reduce the number of DWI related fatalities in Valencia County by 10% in 2010 to 8% in 2011.
2. Continue to advocate, educate the community and heighten DWI awareness in Valencia County to reduce the DWI related crash fatalities in FY2010-11.

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSB's Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual.
2. The sobriety checkpoints and saturation patrols will be accompanied by public information, media, and education activities. Each program shall designate a coordinator to oversee publicity, media coordination, and enforcement activities.
3. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 20, 2009 – January 3, 2010, (2) *St. Patrick's Day*, March 12, 2010 – March 28, 2010, (3) *Cinco De Mayo*, April 30, 2010 – May 9, 2010, and (4) *Labor Day*, August 20, 2010 – September 6, 2010, and including one Mini Superblitz Period which is: *Fourth of July*, July 1, 2010 – July 4, 2010.
4. Expanded Enforcement periods are considered anytime outside the Superblitz and National DWI Mobilization periods.

E. TRAINING:

1. The Agency Coordinator will attend the Spring TSB Law Enforcement Coordinators Meeting. If the coordinator cannot attend the meeting, the agency must send a representative.
2. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.
3. Participating enforcement officers must have and maintain law enforcement certifications in all areas necessary to conduct checkpoint and saturation patrol activities. It is recommended that all officers working checkpoints be certified in Standardized Field Sobriety Testing (SFST). Individuals administering field sobriety testing shall be required to be certified in SFST training or have taken a SFST refresher course within the last 2 years or will take a refresher course in FY10. SFST training will be offered by the Traffic Safety Bureau upon request on a regional basis.

F. EVALUATION:

1. Submit reports to the designated enforcement contractor within three (3) days after the end of each month, Superblitz period, or special National Mobilization period, using TSB's Activity Report form. Reports must be submitted as required or funding may be withheld or discontinued.

2. Submit the final reimbursement claim within thirty (30) days of the expiration date of the Agreement.
3. Conduct the number of negotiated checkpoints and saturation patrols.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the GRANTEE'S sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT'S decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the

AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT. Documentation as outlined in the Traffic Safety Bureau's Project Management and Accounting Procedures Manual must be retained in the GRANTEE'S files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on October 1, 2009 or upon signature of the Departments Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. Extension of the sixty (60) days must be requested and approved in writing by the Traffic Safety Bureau prior to expiration of sixty (60) days.
- C. This AGREEMENT shall terminate September 30, 2010. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

The GRANTEE 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, 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 the GRANTEE is found to be not in compliance with these requirements during the life of this AGREEMENT, the GRANTEE agrees to take appropriate steps to correct these deficiencies.

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled

by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

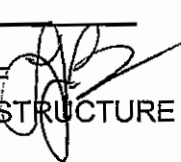
SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

BY: 

MAX E. VALERIO, P.E.
DEPUTY SECRETARY OF
PROGRAMS AND INFRASTRUCTURE 

DATE: 10/26/09

GRANTEE NAME:
VALENCIA (COUNTY)

BY: 

PEDRO G. RAEL

AUTHORIZED OFFICIAL

TITLE: CHAIRMAN

DATE: 11-18-09

Contract Agreement

Between

**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
VALENCIA AND MIDWEST CAP
For the**

Operation of a Pre-K Program at Adelino/Tome

WITNESSED: THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the Board of County Commissioners of the County of Valencia, New Mexico, a political subdivision in the state of New Mexico, (hereinafter referred to as the "County"), and the Midwest CAP (hereinafter referred to as the "Operator").

WHEREAS, the County partnered with the Operator and applied for funding under the State of New Mexico Children, Youth & Families (CYFD) Capital Outlay Application #INSERT CAPITAL OUTLAY APPLICATION #; and

WHEREAS, the County has been granted such funding; and

WHEREAS, such funding shall be utilized to construct an early childhood facility on County owned property for purposes of supporting the State of New Mexico Pre-K Program (hereinafter referred to as the Program); and

WHEREAS, the County is the owner of a modular building to be situated at 2747 Highway 47 in Tome, New Mexico (hereinafter referred to as the "Premises"); and

WHEREAS, the County desires to engage the Operator, which has demonstrated a consistent history of services to sick or indigent persons in the County, and the Operator, is willing to occupy, operate and maintain the Premises in order to continue to render certain services which could legally be expected to be provided by a governmental entity pursuant to 4-38-13.1 NMSA 1978 in connection therewith.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

A RESPONSIBILITIES OF THE COUNTY:

1. The County shall serve as fiscal agent for this CYFD fiscal appropriation in the amount \$254,850.00 for the purposes of the design and construction of the Adelino/Tome Pre-K.
2. The County, upon completion of facility construction and occupancy, shall accept operational services described above from the Operator in

EXHIBIT J

BOOK 068

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exchange for facility rent at a rate equal to or in excess of the Fair Market Rental Value of the real property established by a certified appraisal. Such consideration shall be determined by mutual agreement between the County and the Operator as established by Section C, Paragraph 2 of this agreement.

3. The County shall be responsible for all necessary major repairs and replacements to the Premises, including the roof, mechanical systems, foundation, building exterior and plumbing of the Premises.

B. RESPONSIBILITIES OF THE OPERATOR:

1. Oversee design and construction in accordance with the New Mexico Procurement Code and Valencia County Purchasing Policies, maintain daily contact with builder to ensure compliance with building specifications and to ensure building specifications meet State and County codes, and utilize the monies awarded for the purchase and set-up of a modular/portable building and outdoor classroom equipment at the Adelino Head State site pursuant to the Legislative appropriation.
2. The Operator shall operate the facility and provide services which shall support the Program upon completion of facility construction and occupancy.
3. The Operator shall insure that any special permits, including State, County, and or City permits required for the operation of the program at he Premises are secured.
4. The Operator shall be responsible for operating the facility and shall provide service in support of the Program using best early childhood practices and shall secure and maintain licensure and accreditation in accordance with all applicable Federal, State, or local laws or regulations.
5. The Operator shall be responsible for securing funding to include State of New Mexico Legislative funding for all improvements within the boundaries of the Premises. This includes site planning, design, construction, or placement of all structures, utilities, landscaping, parking improvements and driveways, fencing, and other appurtenances, required for the operation of the Program.
6. The Operator shall be responsible for the payment of all utilities including but not limited to water, sewer, refuse, electricity, gas, telephone and security monitoring on a pro-rata share of the Premises being occupied for the operation of the Program.

7. The Operator will take proper care of the Premises shall make no alterations or improvements upon the Premises or construct any building without the prior written consent of the County. Any and all alterations, changes, and/or improvements built, constructed or placed by Operator shall, unless otherwise provided by written Agreement between the County and the Operator be and become the property of the County.
8. The Operator shall be responsible for maintenance and repair of the Premises except to the extent the County is obligated to do so pursuant to Section A and shall at its sole cost and expense provide day-to-day maintenance, including janitorial service, and shall repair or replace any damages caused by the Operator, its employees or invitees promptly upon approval from the County.
9. The Operator has or shall secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County;

C. GENERAL:

1. **Term:** The term of such this Agreement shall be for a period of four (4) years. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.
2. **Consideration:** The values set forth in this paragraph represent the relative value of the use of the Premises.
 - a. Initial Term – Operator will pay the County an annual rent of \$800 per month for the existing Premises as appraised by Koch & Assoc., and is payable as set forth in Exhibit A attached hereto and incorporated herein.
3. **Use of the Premises:** The County and Operator understand and agree to the following use of the Premises
 - a. Limited use of the Premises. The use of the Premises is exclusively for the operation of a Pre-K Program and that any other use shall require the approval of the County.
 - b. The facility constructed upon the Premises shall be and remain the property of the County upon its completion.

- c. The Operator from time to time shall allow the County use of the premises for community programs when the Program is not in session or otherwise occupied by the Operator. Such use shall be scheduled through the Operator in advance such scheduled use.
- 4. **Subleasing:** The Operator shall not sublease any part of the premises to any other agency or assigns or successors without the prior written approval of the County.
- 5. **Personnel:**
 - a. The Operator represents that neither it nor its employees are considered to be employees of the County for any purpose whatsoever. The Operator is considered an independent Operator at all times in the performance of the services described herein. The Operator further agrees that neither it nor its employees are entitled to any benefits from the County under its provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees.
 - b. All the services required hereunder shall be performed by the Operator under its supervision and all personnel engaged in the work shall be fully licensed, qualified and shall be authorized or permitted under state and local law to perform such services;
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. **Indemnity:** The Operator agrees to defend, indemnify, and hold harmless the County and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the services performed by the Operator under this Agreement. The indemnity required herein shall not be limited because of the specification of any particular insurance coverage in this Agreement.
- 7. **Discrimination Prohibited:** In performing the services required hereunder, the Operator shall not discriminate against origin or ancestry, age or physical handicap or gender, or religion.

8. **Reports and Information:** At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.
9. **Establishment and Maintenance of Records:** Records shall be maintained by the Operator in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement
10. **Audits and Inspections:** At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Operator's records with respect to all matters covered by this Agreement. The Operator shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In providing the scope of services outlined herein, the Operator shall comply with all applicable laws, ordinances, and code of the Federal, State, and local governments.
13. **Changes:** The County may, from time to time, request changes in the scope of services of the operator to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operator's compensation, which are mutually agreed upon by and between the County and the Operator, shall be incorporated in written amendments to this Agreement.
14. **Assignability:** The Operator shall not assign any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

15. **Non-Appropriation Clause:** the terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners of the County of Valencia and the New Mexico Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners of the County of Valencia or the New Mexico Legislature, this Agreement shall terminate upon written notice being given by the County to the Operator. The County's decision as to whether sufficient appropriations are available shall be accepted by the Operator and shall be final.
16. **Termination for Convenience of County:** The County may terminate this Agreement at any time by giving at least one hundred twenty (120) days notice in writing to the Operator.
17. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonable capable of completion.
18. **Enforcement:** The Operator agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
19. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether before the execution hereof or contemporaneous herewith.
20. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New Mexico and, where applicable, the laws, rules and regulations of the County of Valencia.
21. **Facsimile Signature:** A signature sent via facsimile shall have the same legal effect as if the Original has been signed in person.
22. **Approval Required:** this Agreement shall not become effective or binding until signed by the County Manager as authorized by the Board of County Commissioners of the County of Valencia.

IN WITNESS WHEREOF, the County and the Operator have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

Adam R. Hunt
County Legal Department

County Manager

November 18, 2009
Date

Date

OPERATOR:

President

Date

EXHIBIT A

1. The rent set forth in Paragraph 2 may be paid by check on a quarterly basis.
2. The quarterly rent payment shall be paid as follows:
 - a. A monetary payment of \$2400 for rent as appraised by Koch and Assoc.,

OR

A payment with the provision of services in an amount equal to or greater than the full payment of rent balance due for that quarter at no additional cost to the County pursuant to the quarterly Progress Reports attached hereto as Exhibit B. The County shall accept the provision of services as full rent provided that:

1. On at least a quarterly basis, Operator provide the County with a written description and valuation of services provided to the County of Valencia relating to the provision of Pre-K services,

AND

2. The valuation of services shall be for allowable fee provided for pre-k services related for residents of Valencia County by the Operator as full payment of rent pursuant to the terms of this Agreement and must not exceed the reimbursements rates the Operator receives for the same or similar services from other sources, local public bodies or state agencies subject to such reimbursement rate schedules attached hereto as Exhibit C,
AND

3. The services provided by the Operator as full payment of rent pursuant to the terms of this Agreement have not been paid for by the County, **OR**
4. Assuming partial or no services were provided for that quarter by the Operator, the appropriate rent balance due for that quarter is due and payable.

2. Nothing in this Exhibit A shall require the Operator to disclose information that would violate the privacy rights of clients pursuant to HIPAA or other applicable state or federal law.

EXHIBIT B

PART A – QUARTERLY PROGRESS REPORT

Report for Quarter Ending:				Report to Date		
Services Requirements, As described below:	Number of Encounters	Value per Encounter	Total Value	Number of Encounters	Value per Encounter	Total Value
Total Value of Services						

Report Narrative: Use this space to explain performance of activities, highlights or concerns about the service requirements and other services related to the Use of Premises as defined in paragraph 3.

Certification: The undersigned hereby assures that to the best of his/her knowledge and belief the data included in this report is true and accurate and affirms it has been reviewed and approved by the governing body of the organization prior to its submission to the

TYPED NAME OF AUTHORIZED OFFICIAL: TITLE:

SIGNATURE OF AUTHORIZED OFFICIAL: DATE:

EXHIBIT C

Reimbursement Rate Schedules

The rate schedule indicates a portion of a unit rate reimbursement chart for services contracted by:

<u>Services Requirements</u>	<u>Number of Encounters</u>	<u>Value for Encounter</u>	<u>Total Value</u>
Pre-K Classrooms (3 Classrooms)	60 Children	\$3,500	210,000
Pre-K Classrooms (3 Classrooms)	60 Children	\$3,500	210,000

Reference to Document: Operation of a Pre-K Program at Adelino/Tome

APPROVED AND PASSED 18th of November 2009, BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119/444 Luna Ave.
Los Lunas, NM 87031

Pedro G. Rael, Chairman

Donald E. Holliday, Vice-Chair

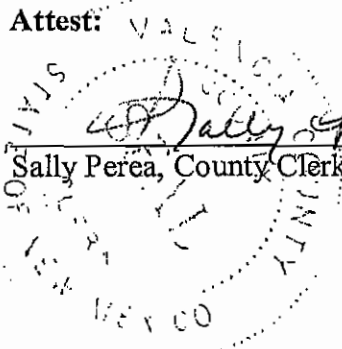
Georgia Otero-Kirkham, Commissioner

David R. Medina, Commissioner

Ron Gentry, Commissioner

Attest:

Sally Perea, County Clerk



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE & ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GENERAL FUND PROJECTS

Laws of 2006

GRANT AGREEMENT AMENDMENT NO. 3

Article I Revision	_____	Name of Grantee: <u>Valencia County</u>
Article II Revision	_____	
Article III Revision	_____	
Article IV Revision	_____	Project Nos. Affected by Amendment: 06-L-G-1972
Article V Revision	<u>X</u>	
Article VI Revision	_____	
Exhibit A Revision	<u>X</u>	

THIS AMENDMENT is entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 201, Santa Fe, NM 87501, hereinafter called the Division, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, the Division and Grantee are parties to that certain Grant Agreement, executed by the Division on Sept. 15, 2006, concerning certain appropriations to the Division, including Project Nos. 06-L-G-1972, which were previously amended by Grant Agreement Amendment No. 1, executed by the Division on June 18, 2008, Grant Agreement Amendment No. 2, executed by the Division on May 13, 2009 (the Grant Agreement, as amended, is referred to throughout the remainder of this Amendment as the "Grant Agreement"); and

WHEREAS, Laws of 2009, Chapter 128 (SB 443) reauthorized numerous capital appropriations, including Project Nos. 06-L-G-1972; and

WHEREAS, the parties desire to amend the Grant Agreement to reflect the effects of Laws of 2009, Chapter 128 (SB 443).

AGREEMENT

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

1. The following new Article is added to the end of the Grant Agreement:

"PROJECTS AFFECTED BY LAWS OF 2009, CHAPTER 128 (SB 443)"

The parties agree that that the status of the following projects reauthorized in Laws of 2009, Chapter 128 (SB443) as of April 7, 2009, the effective date of that act, was as follows:

EXHIBIT K

Page 1 of 3

A. Deleted or Amended Project No. Reauthorized in Laws of 2009, Chapter 128 (SB 443)	B. Original Amount of Appropriation	C. AIPP (If Applicable)	D. Amount of Grantee's Expenditures Incurred on or before April 7, 2009, and/or Amount of Any Binding Written Agreements (Including Purchase Orders) Entered Into on or before April 7, 2009 (Maximum is Column B minus Column C)	E. The Reauthorized Amount (Column B minus Column C minus Column D)
06-L-G-1972	\$50,000	N/A	\$0.00	\$50,000

Grantee hereby acknowledges and agrees that the amount set forth under Column D is the maximum amount available to Grantee for any project amended or deleted by this Amendment and acknowledges and agrees that Laws of 2009, Chapter 128 (SB 443) precludes the Division from reimbursing Grantee in an amount greater than the amount set forth in Column D for that project. Accordingly, Grantee agrees to not seek reimbursement for any project amended or deleted by this Amendment in excess of the amount set forth in Column D for that project. The parties further acknowledge and agree that Laws of 2009, Chapter 128 (SB 443) reauthorized the amount set forth in Column E."

2. Article V (A) of the Grant Agreement is amended to read in its entirety as follows:

"A. For each project included in this Agreement, the Division shall reimburse Grantee for qualifying expenditures in a total not to exceed the amount set forth for the project in Exhibit A; provided however, that in the event of a conflict between the amount for a project specified in Exhibit A and the amount of the corresponding appropriation in law, the amount appropriated in law shall control and be the maximum amount available to Grantee under this Agreement. The total funds available under this Agreement for all projects shall not exceed \$3,230,000.00."

3. Exhibit A to the Grant Agreement is replaced in its entirety and for all purposes with the Exhibit A attached to this Amendment. Projects (if any) contained in

the table in Paragraph 1 of this Amendment for which the amount in Column D is \$0 have been removed from Exhibit A. For projects (if any) contained in the table in Paragraph 1 of this Amendment for which the amount in Column D is greater than \$0, the amount reflected in the attached Exhibit A is the amount in Column D.

4. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date it is executed by both parties.

GRANTEE

Donald E. Holliday
(Signature)

By: Donald E. Holliday
(Print Name)

Its: Vice-Chair
(Print Title)

11-18-89
(Date)

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Robert M. Apodaca, Division Director

(Date)

ENTITY NAME: Valencia
FISCAL YEAR: FY 09/10
DFA Resolution Number: _____

ENTITY NAME: Valencia
FISCAL YEAR: FY 09/10
DFA Resolution Number: _____

[illegible]

BOOK 068 PAGE 483

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

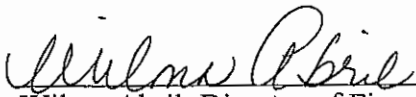
The attached computer printout lists all the checks issued by the Manager's Office on November 12, 2009 covering vendor bills processed on the above date. Check # 101188 thru Check # 101332 inclusive, for the total of \$ 199,257.65.

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.

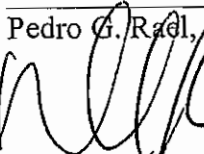
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

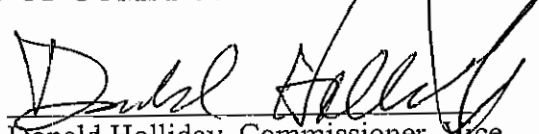
Recommended:

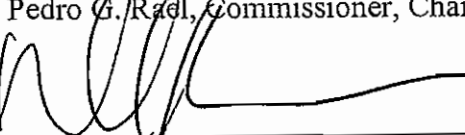

Wilma Abril, Director of Finance

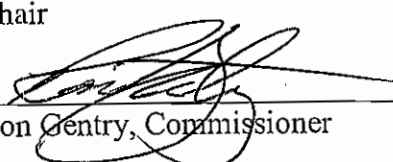
Done this 18th day of November, 2009.

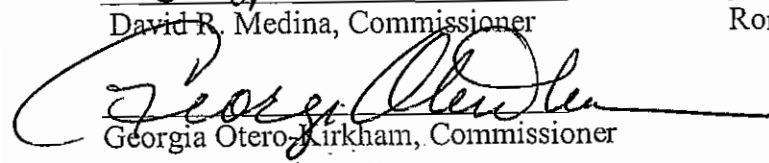
VALENCIA COUNTY BOARD OF COMMISSIONERS


Pedro G. Rael, Commissioner, Chair


Donald Holliday, Commissioner, Vice Chair


David R. Medina, Commissioner


Ron Gentry, Commissioner


Georgia Otero-Kirkham, Commissioner

ATTEST

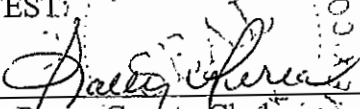

Sally Perea, County Clerk

EXHIBIT M

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
11/06/2009 covering payroll process on the above date.

Direct Deposit Check # 13031 thru direct deposit check# 13204 inclusive.
Deduction Check# 101189 thru deduction check# 101224 inclusive.
Payroll Check # 85879 thru payroll check # 85972 inclusive.
Listing total \$ 361,176.61

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.

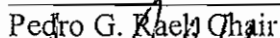
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

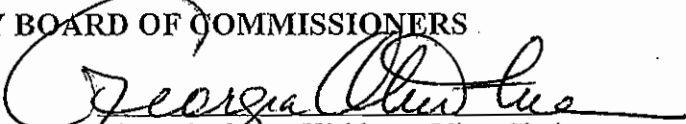
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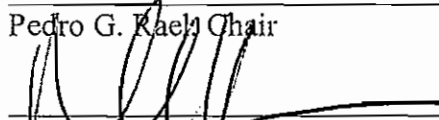

Wilma Abril, Finance Director

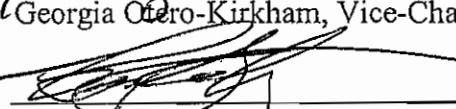
Done this 18th day of November, 2009

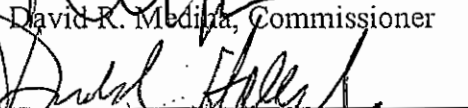
VALENCIA COUNTY BOARD OF COMMISSIONERS


Pedro G. Rael, Chair


Georgia Otero-Kirkham, Vice-Chair


David R. Medina, Commissioner


Ron Gentry, Commissioner


Donald E. Holiday, Commissioner

ATTEST: 
Sally Perea, County Clerk