

AMENDED (8:45 am, 8-16-11)

August 17, 2011

Agenda

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

Board of County Commissioners

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

Georgia Otero-Kirkham

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: August 3, 2011 – Business Meeting, August 10, 2011 – Public Hearing

PRESENTATION(S)

- 5) PNM to Meadowlake Fire Department

DISCUSSION (Non-Action) ITEM(S)

- 6) Directors Reports: **Ruben Chavez**
- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 8) Consideration of Indigent Report / Appeals: **Kenny Griego / Barbara Baker**

BOARD RECONVENES AS BOARD OF COUNTY COMMISSIONERS

- 9) Consideration of appointments to the Juvenile Justice Executive Board: **Eric Zamora/Cynthia Ferrari**
- 10) Consideration of awarding RFQ # 194 bid to Linda Corriz-Barreras: **Sheriff Louis Burkhard**
- 11) Consideration of a contract to retain Linda Corriz-Barreras as "Professional Advisor to the Sheriff": **Sheriff Louis Burkhard**
- 12) Consideration of the application for the BJA FY 11 Edward Byrne Memorial Justice Assistance Grant: **Sheriff Louis Burkhard**
- 13) Consideration of an MOA between Valencia County and the Thirteenth Judicial District to provide Pre-Trial Services for a twelve month period ending June 30, 2012 for the sum of \$50,000: **Jamie Goldberg**
- 14) Consideration of approving the New Mexico Aging and Long-Term Services Department Fund GOB Capital Appropriation Project Contract No. 2012-1226 for the Belen Senior Center: **Kenny Griego / Jose Campos**
- 15) Consideration of North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Vendor Agreement: **Kenny Griego / Jose Campos**
- 16) Consideration to amend the Zoning Map from OD to C-2 on the subject property defined as: T6N, R1E, Section 4; NMPM; Lands of Nicolas Duran De Chavez Grant; Lot 44 and South ½ of Lot 38; Zoned O-D; Filed in Book 348, Page 9862; of the Office of the Valencia County Clerk: **Eric Zamora / Jacobo Martinez**
- 17) Consideration of Resolution 2011-____, to Increase Franchise Fees to Valencia County Haulers by three (3) percent: **Eric Zamora / Angel Martinez**
- 18) Consideration of Resolution 2011-____, Recognizing the Importance of Cooperation and the Pursuit of Regionalism among members of the Mid Region Council of Governments (MRCOG): **Eric Zamora**
- 19) Consideration of Appointment of Road Viewers; Palomar Place: **Eric Zamora**

20) Consideration of Contract with Tyler Technologies for County-Wide Software Upgrade: **Eric Zamora / Lawrence Esquibel**

FINANCIAL MATTERS:

21) Consideration to invest 2.1 million dollars in certificates of deposit with the banking institution providing the highest interest rate: **Dorothy L Lovato**

22) Consideration of Approval: Payroll / Warrants: **Kenny Griego**

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; **Consideration of Warden's Contract; Discussion of Attorneys Contract** b. pending or threatened litigation; c. other specific limited topics that are allowed or authorized under the stated statute.

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

NEXT COMMISSION MEETING:

- ♦ September 7, 2011 - Business Meeting @ 9:30 A.M.
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

Please Silence All Electronic Devices – Thank You!

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BOOK 71

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

AUGUST 17, 2011

PRESENT	ABSENT
Georgia Otero-Kirkham, Chair	
Mary J. Andersen, Vice-Chair	
Lawrence R. Romero, Member	
	Ron Gentry, Member
Donald E. Holliday, 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 Madam Chair Otero-Kirkham at 9:30 AM.

2) Madam Chair led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Holliday made a motion to approve the agenda with item (5) tabled. Seconded by Commissioner Andersen. Motion carried unanimously.

4) Approval of Minutes: August 3, 2011 Business Meeting

August 10, 2011 Public Hearing Meeting

Commissioner Andersen moved for approval of the minutes of August 3, 2011 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Holliday moved for approval of the minutes of August 10, 2011 Public Hearing Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

PRESENTATION(S)

5) PNM to Meadow Lake Fire Department

Tabled

DISCUSSION (Non-Action) ITEMS

6) Directors Reports: Ruben Chavez

Code Enforcement Director Ruben Chavez spoke on some of the highlights of his July report which included how the Animal Control Department has been affected by the economic crunch that has hit the entire nation and what they doing to best handle the day to day functions of the shelter. Two 10x10 buildings filled with veterinary hospital equipment were donated to the animal shelter by VCA Wyoming owners of several veterinarian shops which probably totals somewhere in the amount of \$100,000.00 worth of equipment. Mr. Chavez also was able to acquire a donated building from Los Alamos County and is now working on the permitting process for this building. Mr. Chavez would like to use this building as a training center for interns for conducting low cost spay and neutering clinics.

Commissioner Andersen congratulated Mr. Chavez and his staff and look forward to progress reports on the spay and neutering program.

7) Reports from Manage, Commissions, Boards & Committees

County Manager Eric Zamora reminded the commission of the open house for the final phase of the corridor study at the Los Lunas Transportation Center from 4:00 – 8:00 P.M. Representatives from the Counsel of Governments and from Los Lunas will be in attendance.

An update on the Belen quiet zone project, there was a pre-construction meeting with the contractor on Monday and work on the three crossings is scheduled to begin on Monday the 25th.

Mr. Zamora has received notification from the Department of Transportation that they are considering the closure for two railroad crossings. These crossings are located in the Los Chavez area and Mr. Zamora is presently coordinating with the DOT and Planning and Zoning to identify some concerns they have. One resident has come forward with the concern regarding the closure and the possibility of limited access. Mr. Zamora is working with the resident and DOT to resolve this issue.

Last week Mr. Zamora and Mr. Hoss Foster met with the state flood plain director and also by conference call with representatives from FEMA out of Dallas regarding the FEMA flood maps. It appears that FEMA is willing to entertain re-evaluation of the flood maps in Valencia County if appropriate information can be provided which will tie back to the old flood maps. These would be the maps that were in existence prior to 1996. They will consider a reauthorization of those maps and will waive any fees or costs associated with the remapping. Typically the cost is \$4,000-\$5,000 per map and they conceded to waive those fees if the county can show that the information on the old maps is correct. Mr. Foster is working with the state flood plain manager to finalize some information and prepare the appropriate information to send back to FEMA. There may be some costs involved in digitizing the maps. The county only has paper copies at this time so to transfer those maps into digital format could run about \$5,000.00. At this time County Clerk Sally Perea is considering a contract to digitize the records in her department with Professional Document Systems (PDS) and Mr. Zamora will consider the PDS contract for digitizing the flood maps.

The Administrative Policy and Procedures Committee (staff, directors and elected officials) have been meeting every Monday for the last five weeks and has developed a mission statement, "Dedicated to Professional Efficient Services for Valencia County" and is currently working on a vision statement to support that mission statement. The committee has also developed the first draft of the county's first administrative policy. The policies will be presented to the commission for review and consideration.

Commissioner Holliday expressed his concerns with two issues, the FEMA maps and employee evaluations. Since there may be changes on the FEMA maps is FEMA still going to raise the flood insurance rates on the citizens? Commissioner Holliday feels that FEMA should step up and place a freeze on this until this is all straightened out. Mr. Zamora said that's exactly what's happening. People are going through the process and then find out that they're not in the flood plain but for now we have to follow the process. In regards to the employee evaluations Commissioner Holliday said they are an incentive for getting raises and moving up the ladder but it seemed to be kind of worthless because you don't get a raise, which most likely would be what an evaluation would be used for. This needs to be eliminated or give the employee some kind of incentive.

Mr. Zamora said the evaluation is a tool for the supervisor. At this point what it does mean is if someone gets high scores on their evaluation, at the end, it's just a pat on the back at this point. We hope to tie this process into the policies and procedures evaluation as we go forward and develop the matrix of grade and pay steps scales.

Commissioner Holliday said there's got to be something there for the employee to shoot for, there's no benefit that comes out of it for the employee. For the three years that he's been commissioner, he doesn't know of anyone giving their employee's a raise other than the fifty cent raise the commission gave to all the employee's. There's really not a light at the end of the tunnel for the employee's.

Madam Chair said isn't that what we're striving for, to try and get to a point where we can reward those people that are doing a good job, with a raise. If you're a Clerk I you make less and if you're a Clerk II you make a bit more. We're trying to get to that point.

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

Commissioner Andersen moved to convene as the Indigent Claims Board. Seconded by Commissioner Holliday. Motion carried unanimously.

8) Consideration of Indigent Report / Appeals - Kenny Griego / Barbara Baker.

Ms. Barbara Baker presented the Indigent Claims from July 6, 2011 to August 5, 2011 and requested approval of \$52,127.30.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT A)

Ms. Baker presented the Indigent Claims Appeal for inmate Samantha Luna in the amount of \$324.00 and recommends approval of \$164.57 to be paid to the University of New Mexico Medical Group.

Commissioner Andersen moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT B)

Ms. Baker presented the Indigent Claims Appeal for Mr. Eumelio Munoz-Marquez in the amount of \$8,824.20 and recommends approval of \$3,000.00 to the University of New

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Mexico Hospital. Commissioner Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT C)

BOARD RECONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Holliday moved to reconvene as the Board of County Commissioners. Seconded by Commissioner Andersen. Motion carried unanimously.

9) Consideration of Appointments to the Juvenile Justice Executive Board - Eric Zamora / Cynthia Ferrari.

The State JPPO requested the commission's appointment of the following members: Judge John Pope, Judge Tina Gallegos, Ruben Barreras, Pam Candelaria, Shaun Gibson, Kenneth Griego, Lindsey Lucero, Robert Miller, Mink Price and Richard Romero as the Juvenile Justice Board.

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

10) Consideration of Awarding RFQ #194 Bid to Linda Corriz-Barreras - Sheriff Louis Burkhard.

Sheriff Burkhard requested consideration of the above item and said this is in lieu of the undersheriff's position. It will be funded by salary savings from the undersheriff's position and there will be no additional expenditures required. Ms. Barreras was the sole bidder in the bid proposal.

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

11) Consideration of a Contract to Retain Linda Corriz-Barreras as "Professional Advisor to the Sheriff" - Sheriff Louis Burkhard.

Madam Chair moved for approval of the contract to retain Linda Corriz-Barreras as Professional Advisor to the Sheriff. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT D)

12) Consideration of the Application for the BIA FY 11 Edward Bryne Memorial Justice assistance Grant - Sheriff Louis Burkhard.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT E)

13) Consideration of an MOA Between Valencia County and the Thirteenth Judicial District to Provide Pre-Trail Services for a Twelve Month Period Ending June 30, 2012 for the Sum of \$50,000 – Kenny Griego / Jamie Goldberg.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT F)

14) Consideration of Approving the New Mexico Aging and Long-Term Services Department Fund GOB Capital Appropriation Project Contract No. 2012-1226 for the Belen Senior Center - Kenny Griego / Jose Campos.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT G)

15) Consideration of North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Vendor Agreement - Kenny Griego / Jose Campos.

Commissioner Romero moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT H)

16) Consideration to Amend the Zoning Map from OD to C-2 on the Subject property Defined as: T6N, R1E Section 4, NMPM; Lands of Nicolas Duran de Chavez Grant, Lot 44 and South ½ of Lot 38, Zoned O-D, Filed in Boo 348 Page 9862 of the Office of the Valencia County Clerk - Eric Zamora / Angel Martinez

Commissioner Andersen moved to uphold the decision of the Planning and Zoning Commission and deny this request. Seconded by Commissioner Romero. Motion carried unanimously.

17) Consideration of Resolution 2011__, to Increase Franchise Fees to Valencia County Haulers by three 93) Percent - Eric Zamora / Angel Martinez

County Manager Eric Zamora asked to table this item after a discussion with the county attorneys and until he gets clarification on one legal matter.

Commission Andersen motioned to table this item until the next Business Meeting. Seconded by Commissioner Holliday. Motion carried unanimously.

18) Consideration of Resolution 2011-38 Recognizing the Importance of Cooperation and the Pursuit of Regionalism among Members of the Mid Region Council of Governments (MRCOG) - Eric Zamora

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

County Clerk Sally Perea announced Resolution 2011-38. (SEE EXHIBIT I)

19) Consideration of Appointment of Road Viewers: Palomar Place – Eric Zamora

Madam Chair suggested that besides the three road viewers that a resident of the Sausalito Estates Community be appointment as a road viewer.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried.

20) Consideration of Contract with Tyler Technologies for County-Wide Upgrade – Eric Zamora

County Manager Eric Zamora said there has been presentation from several vendors and have been discussing our needs with Tyler and reviewing their implementation across the state for the last two years and they've determined that the Tyler product best fits our needs and provides the broadest range of service to the county. We have asked Mr. Monkerud to come up with a pricing schedule. We have discussed the purchase of this program which is in the excess of 1.2 million dollars plus services, maintenance and some other costs like hardware were included. We have refined the proposed contract to evaluate and consider a seven year lease which could be the effective life span of a particular type of software. At the end of the seven year lease the county would consider options for upgrades and for any improvements that would be available. Mr. Zamora requested consideration to move forward with the contract and bring it back at a future date as the attorneys had just recently received the contract and would need more time to review it.

Tyler Technologies sales representative Jim Monkerud gave a brief overview of the history and background of the company. He said they were the largest software vender in the United States who provides solutions for public and government sector. They have thirteen counties that are using this software. This would be an intergraded application for the County Financial Department, the County Assessor, the County Treasurer and the County Clerk. Their software is the latest technology JAVA based and has been doing this since 1978. They offer Eagle Assessor, Eagle Appraiser, Eagle Treasurer and Eagle Clerk.

Madam Chair asked IT Director Lawrence Esquibel if this means doing away with Triadic? Yes, that would be the case was Mr. Esquibel' response.

Madam Chair also asked have you met with all the elected officials and they feel good about this system? Mr. Esquibel said we have shown this over the course of the past three years to all departments in the county, not only the elected officials but Animal Control, Code Enforcement and Public Works will also be affected. They've streamlined many of their procedures from beginning to end, even the acquisition of a purchase order.

Madam Chair asked, how about the training, would someone come down to train the employees on this new system. Mr. Esquibel said that's part of the Tyler functionality, it will be part of their implementation to train all users in the functions of their software.

Mr. Monkerud said their proposal is turnkey, they provide the software, the conversion, the training, the ongoing support and new releases as the software is growing and improving. They have three releases a year and that's all provided and built into the contract. The training is all onsite for each office and they would be here when the county goes live to make sure everything goes smooth. That's all built into the contract.

Madam Chair said as anxious as we are to get a system and certainly need it, she just wants to make sure that we have that support because it's very difficult to have used one system for many years and then go to a new system because every office works so differently.

Commissioner Andersen said at their retreat they talked about this solution to the county problems, we need desperately to tie the clerk's office, the assessor's office and the treasurer's office together so they speak to each other easily and then the financial department of course, just falls in there. We've budget some money for this, it's covered in the budget and with that she moved for approval of this request.

Commissioner Holliday said there was a discrepancy on the funds budgeted, there is \$26,000 short in the budget. Mr. Zamora said the contract is \$300,000 the first year and

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then \$329,000 the next six years. Commissioner Holliday asked what the \$101,000.00 is for. Mr. Esquibel said that is additional money that was budgeted into IT for this project to help reduce the cost and make it easier for the county to enter into this agreement. They have the \$101,000.00 budgeted into IT for the servers, the memory, the processors and for the data storage. So everything that he needs is in the IT budget.

Commissioner Andersen said it was not all coming out of the general fund; some of it was from the Assessor's fund and the County Clerk's fund.

County Attorney Adren Nance said they didn't receive the contract until noon yesterday and would like to have more time to make sure everything is in place and then this will come back in the board. Mr. Nance suggested that the action taken today would be to move forward with the process of the contract and bring it back.

Commissioner Andersen amended her motion to move forward with the process of the contract.

County Clerk Sally Perea said she did contribute from her budget for the financing of this software for the entire county and she understands that Mr. Zamora wants every office under the same umbrella but she's just not sure it's a good program for the clerk's office. Triadic has always been there for her office and have never had any problems with their service. She would like the commission to know that the clerk's office works well with Triadic and would like to remain with Triadic.

County Treasure Dorothy Lovato asked Mr. Monkerud if they have a complete package for the Treasure's Office and the Finance Department. Mr. Monkerud said yes.

Ms. Lovato had copies of an article from the July 7th Journal indicating that Sandoval County is not too happy with their software and discussing how the Treasurer's Office and the finance department are still having problems. Mr. Monkerud replied that that is not the software they have proposed here and Ms. Lovato could contact Lorraine Dominguez at the Treasurer's Office anytime. Ms. Lovato said Ms. Dominguez is the one that made the comment in the article and I do have a copy for you Madam Chair.

Madam Chair asked that when Mr. Esquibel gets the contract, let us look at it again. We'll go ahead and maybe move forward but before we sign lets get these people on board and make sure that they are happy with the contract as well. The motion was made to move forward, we're not signing a contract, we just moving forward on obtaining and looking at a contract. Seconded by Commissioner Holliday. Motion carried unanimously.

Madam Chair said again; let me caution you that we would like to look at that. The people that are going to use it don't seem real happy and we certainly want to keep them happy.

FINANCIAL MATTERS:

21) Consideration to Invest 2.1 Million Dollars in Certificates of Deposit with the Banking Institution Providing the Highest Interest rate – Dorothy L. Lovato

County Treasurer Dorothy Lovato called six banking institutions in the county and interest rates are really low. Wells Fargo offered .25%, My Bank offered .80%, US Bank .05%, New Mexico Bank and Trust .30%, Bank of the West .15% and Bank of Albuquerque did not make an offer, they would only give her an interest rate on seventeen month CD's. Ms. Lovato recommends investing the money with My Bank at .80%.

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

22) Consideration of Approval: Payroll / Warrants – Kenny Griego

Madam Chair moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT J & K)

PUBLIC COMMENTS:

Those members of the audience making comments were Valencia County residents Joan Artiaga, Sue Moran, Gene Carabajal, Clarke Metcalf, Mary Wood and Mike Wood.

Commissioner Romero responded to one of the public comments made regarding Commissioner Romero contacting the Valencia Health Commons to organize a meeting with some of the commissioners. Commissioner Romero stated he did contact Bob Davey and set up a meeting for next Monday with the CEO of Lovelace and the Finance Authority. Commissioner Romero will attend and possibly Madam Chair.

EXECUTIVE SESSION

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.) limited personnel matters; consideration of warden's contract; discussion of attorneys' contract, b.) pending or threatened litigation and c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Andersen motioned to go into Executive Session. Seconded by Commissioner Holliday. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Madam Chair voted yes. Motion carried 4-0.

Commissioner Romero moved to go back into Regular Session. Seconded by Commissioner Holliday. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to the consideration of the warden's contract and the discussion of the attorney's contract and no final action was taken.

Commissioner Andersen moved to approve the summary as stated by counsel. Seconded by Commissioner Holliday. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Madam Chair voted yes. Motion carried 4-0.

NEXT COMMISSION MEETING:

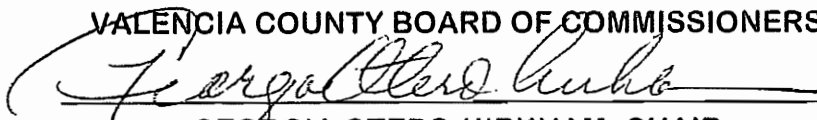
The next Regular Meeting of the Valencia County Board of County Commission will be held on September 7, 2011 at 9:30 A.M. in the County Commission Board Room at the Valencia County Courthouse.


11) Adjournment

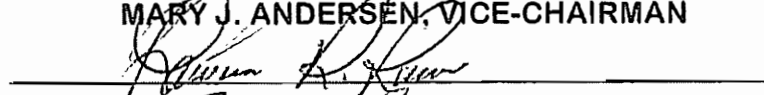
Commissioner Holliday moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. **TIME 12:06 P.M.**


NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the August 17, 2011 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.


VALENCIA COUNTY BOARD OF COMMISSIONERS


GEORGIA OTERO-KIRKHAM, CHAIR


MARY J. ANDERSEN, VICE-CHAIRMAN


LAWRENCE R. ROMERO, MEMBER


RON GENTRY, MEMBER


DONALD E. HOLLIDAY, MEMBER

ATTEST: 
SALLY PEREA, COUNTY CLERK

Sep. 7, 2011
DATE

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

August 17, 2011

ID NO.	Birth Date	Sex	Provider Name	Date(s) of Service		Diagnosis	Billed	Paid	Reason for Denial	
10311	02/17/61	F	Living Cross Ambulance	05/31/11		Thyroid Disorder	961.92	400.00		
*			UNM Health Sciences Center	05/31-06/03/11	*		28,416.66	3,000.00		
10312	12/18/67	M	Living Cross Ambulance	04/05/11		Assault	961.92	400.00		
10313	09/24/87	F	Living Cross Ambulance	06/08/11		Abdominal Pain	1,176.75	0.00	2 Missed Appointments	
10314	06/15/65	F	Living Cross Ambulance	06/03/11		Abdominal Pain	783.43	0.00	Missed Appointment	
10315	11/01/67	M	Presbyterian Hospital	06/07-06/10/11		Unknown	23,105.12	0.00	No Response	
10316	09/15/88	M	Living Cross Ambulance	05/09/11		Behavioral	1,099.22	400.00		
*			UNM Health Sciences Center	05/09/11	*		550.00	423.50		
10317	01/25/50	M	Heart Hospital	03/08-03/12/11		Heart Surgery	6,166.48	3,000.00		
10318	04/30/67	F	UNM Health Sciences Center	04/29/11		Stroke	5,304.00	0.00	Income	
10319	12/02/75	F	Living Cross Ambulance	07/10/11		Seizure	103.38	96.00		
10320	08/10/53	M	UNM Health Sciences Center	06/08/11		Diabetic	4,407.37	3,000.00		
10321	03/17/49	F	Living Cross Ambulance	05/27/11		Heart Attack	1,259.13	400.00		
*			Living Cross Ambulance	06/29/11	*		1,204.21	400.00		
*			Presbyterian Hospital	05/27-05/31/11	*		53,740.80	2,500.00		
*			Presbyterian Hospital	06/29-07/02/11	*		4,274.40	500.00		
10322	08/09/69	F	Living Cross Ambulance	05/19/11		Lupus	1,355.24	400.00		
*			Living Cross Ambulance	07/03/11	*		1,272.86	400.00		
*			Lovelace Medical Center	07/03/11	*		9,773.00	2,251.56		
*			UNM Health Sciences Center	05/19/11	*		972.00	748.44		
10323	05/11/60	F	Lovelace Medical Center	05/23-06/04/11		Difficulty Breathing	56,568.00	3,000.00		
10324	08/08/62	M	Living Cross Ambulance	07/14/11		Leg Pain	103.38	96.00		
10325	10/14/76	F	UNM Health Sciences Center	05/06/11		Hand Infection	3,533.65	2,720.91		
10326	03/10/76	F	UNM Health Sciences Center	06/16-06/18/11		Ovarian Cyst - Surgery	16,273.20	3,000.00		
10327	07/11/56	F	Presbyterian Hospital	06/20-06/21/11		Back Injury	3,120.00	2,402.40		
10328	07/14/74	F	Presbyterian Hospital	04/16-04/17/11		Gall Bladder Surgery	38,599.73	0.00	Missed Appointment	
10329	05/23/61	M	Living Cross Ambulance	04/12/11		Chest Pain	1,341.51	0.00	Missed Appointment	
			Living Cross Ambulance	06/08/11	*		103.38	0.00	*	
10330	12/14/86	F	Lovelace Medical Center	03/30/11		Knee Surgery	25,325.95	3,000.00		
10331	09/05/75	F	Living Cross Ambulance	05/06/11		Seizure	1,410.16	400.00		

*			UNM Health Sciences Center	05/06-05/08/11	*		7,752.05	1,000.00
*			UNM Health Sciences Center	06/07/11	Pancreatitis		17,052.64	2,000.00
10332	03/15/79	F	Living Cross Ambulance	06/18/11	Depression		1,181.60	400.00
10333	11/05/72	F	Living Cross Ambulance	06/27/11	Depression		1,341.51	400.00
*			Presbyterian Hospital	06/27/11	*		852.00	656.04
*			Living Cross Ambulance	07/20/11	*		1,112.95	0.00 Medicaid Paid
*			UNM Health Sciences Center	07/20/11	*		691.00	532.07
10334	08/15/52	F	UNM Health Sciences Center	04/14/11	Severe Bloody Nose		3,021.00	2,326.17
10335	10/13/62	F	Living Cross Ambulance	06/14/11	Chest Pain		1,217.94	400.00
*			UNM Health Sciences Center	06/14/11	*		1,547.00	1,191.19
10336	11/01/67	M	Living Cross Ambulance	06/07/11	Pneumonia		1,058.03	400.00
*			UNM Health Sciences Center	06/07-06/10/11	*		23,578.12	3,000.00
10337	01/14/52	F	UNM Health Sciences Center	06/17/11	Carpal Tunnel Surgery		3,799.98	0.00 No Response
10338	04/18/63	M	UNM Health Sciences Center	05/23-06/02/11	Unknown		39,494.91	0.00 No Response
10339	07/05/67	F	UNM Health Sciences Center	06/23-06/26/11	Back & Leg Pain		83,862.20	0.00 No Response
10340	09/02/91	M	Lovelace Medical Center	05/29/11	JAIL - Cat Scan		3,432.00	2,642.64
10341	04/01/63	M	Presbyterian Medical Group	06/24/11	JAIL - X-Rays		107.00	25.93
*			Radiology Associates	06/24/11	*		30.00	25.93
*			Presbyterian Medical Group	07/22/11	*		107.00	25.93
10342	04/21/86	M	Lovelace Medical Center	06/18-06/19/11	JAIL - Food Reaction		4,221.80	1,500.00
*			Lovelace Medical Center	06/21/11	*		1,769.00	750.00
*			Lovelace Medical Center	06/26/11	*		1,178.00	750.00
10343	11/19/60	M	Cardiac Care Consultants	05/24/10	JAIL - Chest Pain		270.00	127.38
10344	03/06/86	M	UNM Medical Group	06/07/11	JAIL - Clean Gun Shot Wound		866.00	264.10
10345	07/17/70	M	Presbyterian Medical Group	07/26/11	JAIL - X-Rays		214.00	52.78
10346	05/09/61	F	UNM Health Sciences Center	06/15/11	Low Oxygen		932.90	718.33
TOTAL							493,957.48	52,127.30

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair

Ron Gentry Donald E. Holliday Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	53696	10311	961.92	561.92	400.00
UNM Health Sciences Center	202067005	10311	28,416.66	25,416.66	3,000.00
Living Cross Ambulance	51009	10312	961.92	561.92	400.00
Living Cross Ambulance	54172	10313	1,176.75	1,176.75	0.00
Living Cross Ambulance	53846	10314	783.43	783.43	0.00
Presbyterian Hospital	020748487-1158	10315	23,105.12	23,105.12	0.00
Living Cross Ambulance	52619	10316	1,099.22	699.22	400.00
UNM Health Sciences Center	201503489	10316	550.00	126.50	423.50
Heart Hospital	A1106700009	10317	6,166.48	3,166.48	3,000.00
UNM Health Sciences Center	201239977	10318	5,304.00	5,304.00	0.00
Living Cross Ambulance	55655	10319	103.38	7.38	96.00
UNM Health Sciences Center	202273298	10320	4,407.37	1,407.37	3,000.00
Living Cross Ambulance	53579	10321	1,259.13	859.13	400.00
Living Cross Ambulance	55309	10321	1,204.21	804.21	400.00
Presbyterian Hospital	000306604-1147	10321	53,740.80	51,240.80	2,500.00
Presbyterian Hospital	000306604-1180	10321	4,274.40	3,774.40	500.00
Living Cross Ambulance	53300	10322	1,355.24	955.24	400.00
Living Cross Ambulance	55447	10322	1,272.86	872.86	400.00
TOTALS			136,142.89	120,823.39	15,319.50

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Lovelace Medical Center	P118400198	10322	9,773.00	7,521.44	2,251.56
UNM Health Sciences Center	201809837	10322	972.00	223.56	748.44
Lovelace Medical Center	Q1114300228	10323	56,568.00	53,568.00	3,000.00
Living Cross Ambulance	55935	10324	103.38	7.38	96.00
UNM Health Sciences Center	201452497	10325	3,533.65	812.74	2,720.91
UNM Health Sciences Center	202244752	10326	16,273.20	13,273.20	3,000.00
Presbyterian Hospital	020752126-1171	10327	3,120.00	717.60	2,402.40
Presbyterian Hospital	020238857-1106	10328	38,599.73	38,599.73	0.00
Living Cross Ambulance	51421	10329	1,341.51	1,341.51	0.00
Living Cross Ambulance	54094	10329	103.38	103.38	0.00
Lovelace Medical Center	M1108400564	10330	25,325.95	22,325.95	3,000.00
Living Cross Ambulance	52493	10331	1,410.16	1,010.16	400.00
UNM Health Sciences Center	201415965	10331	7,752.05	6,752.05	1,000.00
UNM Health Sciences Center	202081923	10331	17,052.64	15,052.64	2,000.00
Living Cross Ambulance	54641	10332	1,181.60	781.60	400.00
Living Cross Ambulance	55083	10333	1,341.51	941.51	400.00
Presbyterian Hospital	000721769-1178	10333	852.00	195.96	656.04
Living Cross Ambulance	56334	10333	1,112.95	1,112.95	0.00
TOTALS			186,416.71	164,341.36	22,075.35

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	203458237	10333	691.00	158.93	532.07
UNM Health Sciences Center	200772580	10334	3,021.00	694.83	2,326.17
Living Cross Ambulance	54411	10335	1,217.94	817.94	400.00
UNM Health Sciences Center	202511515	10335	1,547.00	355.81	1,191.19
Living Cross Ambulance	54022	10336	1,058.03	658.03	400.00
Presbyterian Hospital	020748487-1158	10336	23,578.12	20,578.12	3,000.00
UNM Health Sciences Center	202555033	10337	3,799.98	3,799.98	0.00
UNM Health Sciences Center	201888997	10338	39,494.91	39,494.91	0.00
UNM Health Sciences Center	202545802	10339	83,862.20	83,862.20	0.00
Lovelace Medical Center	P11149002142	10340	3,432.00	789.36	2,642.64
Presbyterian Medical Group	BL10053605470	10341	107.00	81.07	25.93
Radiology Associates	14881034	10341	30.00	4.07	25.93
Presbyterian Medical Group	BL10054794960	10341	107.00	81.07	25.93
Lovelace Medical Center	P1116900277	10342	4,221.80	2,721.80	1,500.00
Lovelace Medical Center	P1117200484	10342	1,769.00	1,019.00	750.00
Lovelace Medical Center	P1117700151	10342	1,178.00	428.00	750.00
Cardiac Care Consultants	981605B	10343	270.00	142.62	127.38
UNM Medical Group	4938227	10344	866.00	601.90	264.10
TOTALS			170,250.98	156,289.64	13,961.34



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone · (505) 866-2020 · Fax: (505) 866-3366

Date: August 17, 2010

To: Valencia County Commissioners

From: Barbara A. Baker *BA*

Subj: Indigent Appeal - Samantha Luna - Inmate

Eric Zamora has requested an appeal for the Indigent Denial of inmate Samantha Luna on July 20, 2011. Ms. Luna was denied as the UNM Medical Group bill in the amount of \$324.00 was received after the 90 day limit.

I would like to recommend approval of the UNM Medical Group bill in the amount of \$324.00. If approved by the Valencia County Board of Commissioners the amount being paid would be \$164.57.

Approved by the Board of County Commissioners at the regular meeting of August 17, 2011.

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday
Donald E. Holliday

Lawrence R. Romero
Lawrence R. Romero

SEAL

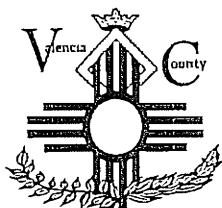
BOOK 71

PAGE 801

ATTESTED BY:

Sally Perea
Sally Perea, Valencia County Clerk

(EXHIBIT B)



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone (505) 866-2020 · Fax: (505) 866-3366

Date: August 17, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker, *BAB*

Subj: Eumelio Munoz-Marquez - Indigent Appeal

Mr. Munoz-Marquez has requested an Indigent Appeal for the Indigent Denial of June 15, 2011. Mr. Munoz-Marquez was denied as he did not respond to the letter Valencia Indigent sent to him requesting that he call to schedule an appointment. Mr. Munoz-Marquez would have qualified for Indigent Assistance except for the fact that he did not respond to the letter.

I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$8,824.20. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of August 17, 2011.

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday
Donald E. Holliday

Lawrence R. Romero
Lawrence R. Romero

ATTESTED BY:

Sally Perea
Sally Perea, Valencia County Clerk

BOOK 71

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(EXHIBIT C)

**CONTRACT BETWEEN THE COUNTY OF VALENCIA
AND LINDA CORRIZ-BARRERAS FOR ASSISTING IN REVISION OF POLICIES,
PROCEDURES AND PRACTICES OF THE SHERIFF'S DEPARTMENT**

THIS AGREEMENT is made and entered into the 15th day of August, 2011 by and between Valencia County, hereinafter referred to as the "County" and Linda Corriz-Barreras, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The contractor shall perform the following scope of service for the county sheriff:

1. Develop a liaison program between the department and the district attorney's office to ensure that documentation is timely, and not lost or misplaced.
2. Recommend evidence control procedures.
3. Develop equipment controls, and establish guidelines for accurate accounting of police equipment.
4. Identify risk management concerns, and recommend corrective action, including the training of deputies.
5. Develop schedule and coordinate school and community presentations relative to law enforcement and community issues and concerns.
6. Provide training support and audit training to meet state and national standards.
7. Work with county emergency management coordinator to establish protocols and procedures in cases of emergency/disaster situations.
8. Review and identify breakdown in the civil process services, and recommend corrective measures.
9. Review and identify funding and disbursement of DWI funding and operations.
10. Develop procedures to ensure public information released is accurate, and current.
11. Propose an establish lines of communication between the business community and law enforcement to resolve criminal activity.
12. Prepare deputy recruits for attendance and graduation from the law enforcement academy.
13. Develop programs to ensure sex offenders are properly registered and information is consistent with law enforcement and corrections agencies.

14. Develop procedures to coordinate joint activities with local and federal agencies.
15. Develop procedure to ensure training and guidelines on criminal investigations.
16. Propose procedures to coordinate applicants' background checks with the county's human resource department.
17. Perform other tasks as assigned.

2. Compensation.

- A. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of work rendered at the flat rate of \$4,583.33 per month, including gross receipts tax. Total annual compensation shall not exceed \$55,000.00, including applicable GRT, annually.
- B. The County shall pay the Contractor upon receipt of a statement of accounting for services performed on a monthly basis.

3. Term.

The term of this Agreement shall commence on the date executed by the parties, and shall terminate on December 31, 2014, unless sooner terminated pursuant to paragraph 4, 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.

4. Termination.

A. Termination

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

B. Termination Management

Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County and 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement.

5. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of Valencia County or the State

of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Valencia County or the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

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

7. Subcontracting.

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

8. Records and Audit.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the

termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Amendment.

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

13. Merger.

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

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County.

15. Indemnification.

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor is performing services pursuant to this Agreement.

16. 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 the Contractor. The County's determination as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

17. Conflict of Interest.

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

18. Independent Contractor's Taxes.

Neither Federal nor State taxes shall be withheld or paid by the County on behalf of the Contractor or the Contractor's employees or agents. The Contractor shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to the Contractor by the County for services rendered to the County.

19. Worker's Compensation.

Due to the fact that the Contractor is engaged in her own business enterprise and is not an employee of the County, the County will not obtain worker's compensation insurance coverage for the Contractor or the Contractor's employees or agents. The Contractor shall obtain workman's compensation insurance for himself and for the Contractor's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

19. Notices.

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

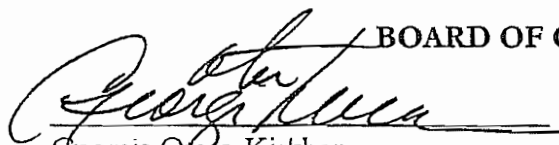
To the County: Eric Zamora, County Manager, 444 Luna Avenue, Los Lunas, NM 87031.

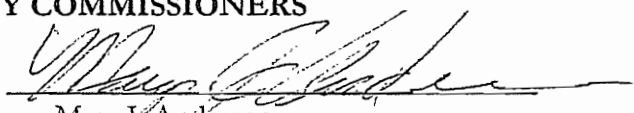
To the Contractor: Linda Corriz-Barreras, 2534 Boliver Lane SW, Albuquerque, NM 87105.

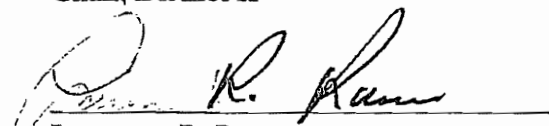
IN WITNESS WHEREOF, the Board of County Commissioners of Valencia County and Ms. Corriz-Barreras have each caused this Agreement to be executed as of the date first written above.


PASSED, APPROVE AND ADOPTED on this 15th day of August, 2011

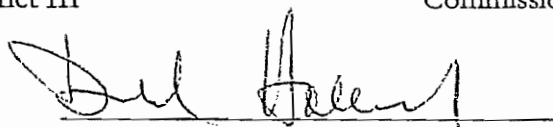
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham
Chair, District II

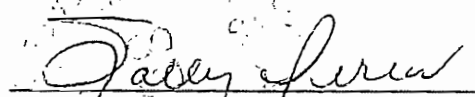

Mary J. Andersen
Vice-Chair, District I


Lawrence R. Romero
Commissioner, District III

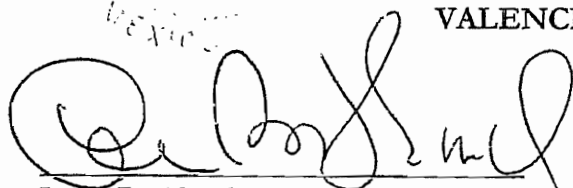

Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

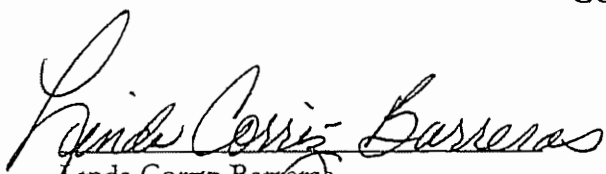
Attest:


Sally Perea, County Clerk

VALENCIA COUNTY SHERIFF

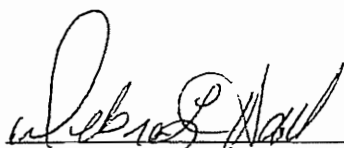

Louis Burkhard

CONTRACTOR


Linda Corriz-Barreras

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

The foregoing instrument was acknowledged before me this 19 day of
August,
20 11 by Linda Corriz-Barreras


Notary Public

My Commission Expires:

0812 2014

VALENCIA COUNTY SHERIFF'S DEPARTMENT

VALENCIA COUNTY, NEW MEXICO

NARRATIVE

The Valencia County Sheriff's Office (VCSO) is respectfully requesting use of JAG funding to purchase equipment to promote officer field safety. The equipment most in need by VCSO is electronic control devices (ECD). Recent events that have transpired over recent years indicate that officers need a non-lethal approach to arrest and the need to maintain personal safety.

The electronic control devices, when use is necessary, provide safety for the officers during the course of an arrest in a manner that is safe for the combatant, by-standers, and the officer. Statistics reveal that deadly force is mitigated by the use of an electronic control device. VCSO has history of that officer's have frequently been victims themselves of battery during an arrest. In a past occasion, VCSO has experienced an incident of a lethal force arrest and is working toward the ability to train and provide the officer with non-lethal options.

A clear policy of use and strong training is required for use of electronic control devices and will be provided to VCSO. It is important to have the support of administration and VCSO has the support of Valencia County Commission. VCSO is short of approximately 7 officers of authorized strength; however, an ECD Coordinator will be assigned to track and review the applications for policy, training, issuance, and repair of ECD's. The ECD Coordinator will also ensure that officer's are frequently trained in procedures of: Deadly Force, Use of Less-Lethal Force, Reactive Control, Training, Remedial Training, and have an annual review.

Currently, Valencia County is ranked 6th in the State of New Mexico in population estimates per the Census website. The current population base is 72,913 in 2009 (www.Census.gov). The Middle Rio Grande Council of Governments estimates that by the year 2030 the population will be 160,500 based on current data. This data translates into a rapid increase in population in an extremely short period of time. The VCSO wants to begin a clear method of training and policy to grow in direct proportion to population growth. The electronic control devices in conjunction with strong policy and training will be a positive use of funds.

VCSO is actively involved in the New Mexico Gang Task Force and the Middle Rio Grande Drug Task Force. Both of these Task Forces involve aspects of counterterrorism by identifying and disrupting organized acts of violence in the Middle Rio Grande Valley of New Mexico. Many times, these organized acts are carried out by juveniles. Having a non-lethal apprehension tool is preferred in instances involving juveniles.

Lastly, the use of ECDs would not only protect the deputies, but would potentially save Valencia County and the State of New Mexico legal fees from excessive use of force and wrongful death lawsuits resulting from lethal apprehension practices.

(EXHIBIT E)

VALENCIA COUNTY SHERIFF'S DEPARTMENT
VALENCIA COUNTY, NEW MEXICO
BUDGET DETAIL & NARRATIVE

BUDGET DETAIL

E. Supplies

1. Taser X-26E with Holster
16 Tasers @ \$814.95 each
\$13,039.20
2. Taser Cartridge; 21ft
84 Cartridges @ \$20.90 each
\$1,755.60
3. Shipping and Handling for Tasers and Cartridges
Flat Fee
\$57.95

TOTAL: \$14,852.75

BUDGET NARRATIVE

The entire JAG fund amount (\$14,867) will be used to purchase the ECD equipment listed above. Training will be financed (if applicable) with departmental funds. There is an immediate need to place eight tasers into service in the field and the department is approved to hire another eight deputies which would utilize all tasers funded by this grant. Past experience has shown a need to have three cartridges for every taser in stock in any two year period of time. The above number of cartridges would allow for three in stock for the tasers funded on this grant and replenish the stock for the tasers currently in use.

MEMORANDUM OF AGREEMENT
FOR PRE-TRIAL SERVICES FOR THE DISTRICT & MAGISTRATE COURTS OF
VALENCIA COUNTY
BETWEEN
THE COUNTY OF VALENCIA
AND
THE THIRTEENTH JUDICIAL DISTRICT COURT

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the County of Valencia ("County") and the Thirteenth Judicial District Court ("Court") referred to collectively as the ("parties").

I. RECITALS

WHEREAS the County of Valencia (hereinafter "County") is a New Mexico County established by NMSA 1978 Section 4-32-1 (1852); and,

WHEREAS, the Thirteenth Judicial District Court was established according to the authority of Article IV of the Constitution of the State of New Mexico adopted on January 21, 1911 and as amended thereafter; and,

WHEREAS, NMSA 1978, Section 33-3-3 (2001) provides that "[t]he jail or jails in each county shall be used or be available for the detention of every person who, within the same county, is charged with any crime or properly committed for trial or for the imprisonment of every person who in conformity with sentence, upon conviction of an offense, may have been sentenced, and for the safekeeping of every person who shall be committed by competent authority according to law;" and,

WHEREAS, the Legislature has in recent years funded a Pre-Trial Services program for the 13th Judicial District that has acted as as a judicial designee in formulating appropriate recommendations for release, sanctions, and detention; and.

WHEREAS, in its 2011-2012 budget the New Mexico Legislature eliminated funding for the 13th Judicial District's Pre-Trial services program; and,

WHEREAS, the Board of County Commissioners of Valencia County, at the request of the Valencia County District & Magistrate Courts, has resolved to supplement the budget of the State of New Mexico and the New Mexico Judiciary to fund, for the 2011-2012 fiscal year, the pre-trial services program with the good faith expectation that the program will reduce the number of the County's detainees and help protect the wellbeing of the County's citizens.

NOW THEREFORE the parties hereby agree as follows:

(EXHIBIT F)

Page 1 of 7

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2. SCOPE OF DUTIES

THE COUNTY SHALL

Fund the 13th Judicial District Court with a lump sum of \$50,000.00, on or before October 15, 2011 for a twelve month period ending June 30, 2012, for the express purpose of maintaining a Pre-Trial Services court program in Valencia County.

THE COURT SHALL

Pursuant to the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, shall contract with a qualified person or persons (hereinafter "Contractor") who shall under the general supervision of the Thirteenth Judicial District Court provide the following services:

- A. The Contractor will, under administrative direction, manage the work, operations, and services of the Pre-Trial Services program in Valencia County, not to exceed a maximum of 60 clients at any given time which shall include the following functions:
 - i. monitor detainees in the detention center and evaluate who may be suitable for release;
 - ii. consider the relative safety of the community when recommending release;
 - iii. prepare full written evaluations/assessments for the judge when recommending release from detention;
 - iv. ensure compliance with statutory deadlines and budgetary limitations;
 - v. maintain confidentiality and use discretion in dealing with sensitive information;
 - vi. accurately evaluate a wide variety of behavior patterns and situations and make effective recommendations regarding appropriateness of release;
 - vii. model the appropriate, professional behavior required for emotionally demanding circumstances;
 - viii. listen well and communicate effectively with employees and diverse members of the public having considerable variation in education backgrounds and values;
 - ix. determine what action is needed to initiate that action through the appropriate person;
 - x. solve those kinds of problems which often entail dealing with emotionally volatile issues;
 - xi. generate and assess alternatives, develop contingency plans, and implement solutions;
 - xii. use initiative and independent judgment; and, organize and prioritize workload and manage concurrent multiple projects.
- B. The COURT shall cause the Contractor to prepare written, quarterly reports for the Court and the Valencia County Commissioners on the status, progress and

statistics of the Pre-Trial Services court program. The Contractor shall create and maintain paper files for each client in the program, said files to contain, at a minimum: the initial assessment report, all recommendations to the judges, a signed order of admittance to the program, a contact log sheet, documentation of termination from program, and, a signed order of discharge from the program.

C. The Court shall provide that the Contractor meet on a regular basis with the magistrate judges (and the judges of any other jurisdictions utilizing the program) to discuss the status and progress of services provided to the participants in the Pre-Trial Services court program.

BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT

A. Any Contractor(s) procured by the COURT pursuant to this MOA are independent contractors performing professional services for the Courts and are not employees of Valencia County. The Contractor and his/her agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Valencia County or the State of New Mexico as a result of this Agreement. The COURT acknowledges that all sums paid to the Contractor by the COURT may be personally reportable him/her it for income tax purposes as self-employment or business income and are reportable for self-employment tax and the County is not responsible for making such reports since the County is not the contracting entity.

B. Due to the fact that the Contractor procured by the COURT is engaged in his/her own business enterprise and is not an employee of the County, the County will not obtain worker's compensation insurance coverage for the Contractor or the Contractor's employees or agents. The COURT should insure that the Contractor obtain workman's compensation insurance for his/her self and for the Contractor's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

III. TERM

This MOA shall commence *nun pro tunc* on July 1, 2011, upon signature by all parties hereto, and shall terminate on June 30, 2012.

IV. PROPERTY

No property shall be acquired as a result of this MOA and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement. At termination, a final financial report shall be prepared by the 13th Judicial District Court and submitted within 30 days to Valencia County. Further, within the same 30 day period, the 13th Judicial District Court shall release all unspent funds back to Valencia County.

VI. RECORDS AND AUDIT

The COURT shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the MOA's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment.

VI. AMENDMENT

This MOA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

VII. ASSIGNMENT

This MOA may not be assigned by either party hereto.

VIII. GOVERNING LAW

This MOA and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

IX. SEVERABILITY

If any provision of this MOA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this MOA can be performed in substantial accordance with the original intent of the parties hereto.

X. INTEGRATION OF MOA

This MOA incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written MOA. No prior agreements or understandings, verbal

or otherwise, of the parties or their agents are valid or enforceable unless embodied in this MOA.

XI. NEW MEXICO TORT CLAIMS ACT

By entering into this MOA, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this MOA, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this MOA modifies and/or waives any provision of the New Mexico Tort Claims Act.

XII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the MOA.

XIII. TERMINATION OF MOA

This MOA may be terminated by either party upon 30 days written notice delivered to the other. By such termination, neither party may nullify obligations already incurred by performance or failure to perform prior to the date of termination.

XIV. CONTACT AND NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this MOA shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Valencia County contact person name and mailing address:

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

Telephone No: (505) 866-2003

COURT contact person name and mailing address:

Greg Ireland, Executive Officer
Thirteenth Judicial District Court
P. O. Box 1089
Los Lunas, NM 87031

Telephone No: (505) 865-4291 ext. 2104

XV. APPROPRIATIONS

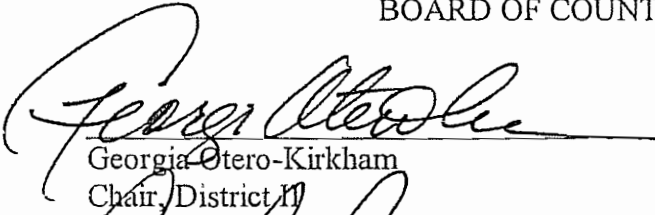
The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners of Valencia County for the performance of this MOA. If sufficient appropriations are not made by the Board, this MOA shall terminate upon written notice being given by one party to the other. The County's determination as to whether sufficient appropriations are available shall be accepted by the other and shall be final.

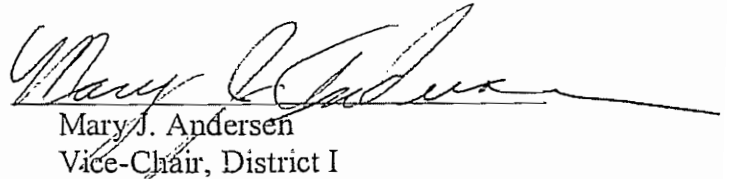
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

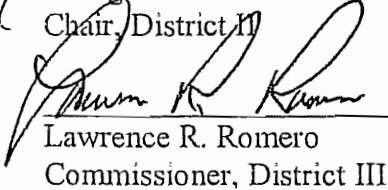
COUNTY OF VALENCIA

APPROVED, ADOPTED, AND PASSED on this 17th day of August 2011.

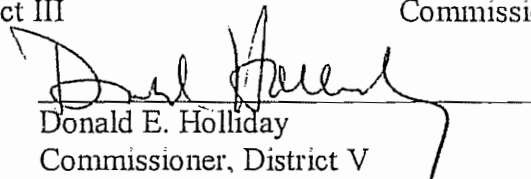
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham
Chair, District II


Mary J. Andersen
Vice-Chair, District I


Lawrence R. Romero
Commissioner, District III

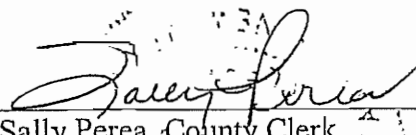
absent
Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

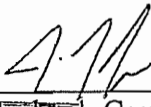
Attest:


BOOK 71

PAGE 897


Sally Perea, County Clerk

THIRTEENTH JUDICIAL DISTRICT COURT


Greg Ireland, Court Executive Officer
JAMIE GOLDBERG


Date 8/31/11

BOOK 71

PAGE 698

July 2011

2012-1226
Belen Senior Center

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND GOB CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 31st day of August, 2011, by and between the Aging and Long-Term Services Department, New Mexico, hereinafter called the "Department" or abbreviation such as "ALTSD", and Valencia County, hereinafter called the "Grantee". The Effective Date of this Agreement is the date of last signature by both the Department and the Grantee.

RECITALS

WHEREAS, in the Laws of 2010, Chapter 3, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency), Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) and the Older Americans Act, as amended 1965, may enter into grants and contracts as appropriated by law.

AGREEMENT

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

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

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

(10-1226)	\$300,000	Belen Senior Center
APPROPRIATION REVERSION DATE:		6/30/2014

Laws of 2010, Chapter 3, Section 10/A, Paragraph 93, three hundred thousand dollars (\$300,000), to the Belen Senior Center to plan, design, construct, equip and furnish the Belen senior center in Valencia county.

(EXHIBIT G)

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The Grantee's total reimbursements shall not exceed the appropriation amount three hundred thousand dollars (\$300,000) minus the allocation for Art in Public Places¹, if applicable, (\$three thousand dollars (\$3,000)) which equals [two hundred ninety-seven thousand dollars (\$297,000)], hereinafter referred to as "Adjusted Appropriation Amount."

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description - Belen Senior Center to plan, design, construct, equip and furnish the Belen senior center in Valencia county. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a.)The Adjusted Appropriation Amount identified in Article I. A., herein or (b.)The total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s); and
- (iii)The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with

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

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

- third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth Article IX. herein; and
- (v) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations), to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations), as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

BOOK 71 PAGE 901

Grantee: Valencia County
Name: GEORGIA OTERO-KIRKHAM
Title: CHAIR PERSON
P.O. Box 1119
Los Lunas New Mexico 87031
Email: _____
Telephone: 505-866-2014
FAX: 505-866-2355

Department: **AGING AND LONG-TERM SERVICES DEPARTMENT**
Address: **2550 CERRILLOS ROAD**
TONEY ANAYA BUILDING
SANTA FE, NM 87505
Telephone: **(505) 476-4799**
FAX: **(505) 476-4836**

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I. A., the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2014 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V. herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I. and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V.B.

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days advance, written notice of the switch to or from paperless reporting. The Department shall also give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit one original and one copy of each Request; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III. herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within 15 calendar days from the date of cashing or depositing of the State warrant.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
- (v) The Grantee has the legal authority to receive and expend the Project's funds.
- (vi) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (vii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the

Grantee's charter (if applicable), or any judgment or decree to which it is subject.

- (viii) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (ix) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (xi) The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.
- (xii) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- (xiii) If this Agreement is for equipment for a senior center or senior services, the Grantee shall be responsible for adhering to the policy on Management and Disposition of Tangible Property provided by the Department if such equipment is no longer usable for its intended purpose.
- (xiv) If this Agreement is for a vehicle or vehicle purchase, the Grantee agrees that the vehicle(s) shall be used for transportation services for senior

citizens and persons with disabilities and in accordance with the appropriation law set forth in this Agreement. When the vehicle(s) are no longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title of the vehicle. After the Department approves the proposed disposition, the Grantee shall give notification to the State Auditor and the Department at least thirty (30) days prior to its action in making the deletion from its public inventory. In addition, if the Grantee receives any proceeds from the sale of the vehicle(s) all proceeds shall be retained by the senior programs. The Grantee agrees to retain a record of the sale for a minimum of three years.

- (xv) If this Agreement is for improvement or renovation projects, 10%, the Grantee shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 10% of the amount awarded herein.
- (xvi) If this Agreement is for renovation or improvements of an existing senior center building, the Grantee shall ensure for a period of five (5) years from the date hereof, Belen Senior Center shall be used solely for the purpose of senior citizens and not for any other purpose whatsoever. The Belen Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
- (xvii) If this Agreement is for construction of a new building as a senior center, the Grantee shall ensure for a period of twenty (20) years from the date hereof, Belen Senior Center shall be used solely for the purpose of senior citizens and not for any other purpose whatsoever. The Belen Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Valencia County may immediately terminate this Agreement by giving Grantee written notice of such termination. The Valencia County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Valencia County or the ALTSD or the State of New Mexico in the event of

immediate or Early Termination of this Agreement by the Valencia County or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a ALTSD Grant Agreement. Should the ALTSD early terminate the grant agreement, the ALTSD may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the ALTSD only liability shall be to pay contractor or vendor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XIX. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS – NOT TO BE USED FOR GENERAL FUNDS] BOND PROJECT CLAUSES

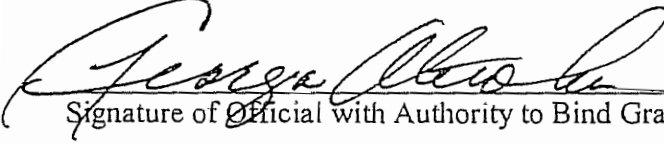
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (ii) the BOF may in the future impose further or different conditions upon the Project; (iii) all BOF conditions are effective without amendment of this Agreement; (iv) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); (v) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vi) all applicable BOF conditions must be satisfied prior to the Project’s Reversion Date.

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

VALENCIA COUNTY


Signature of Official with Authority to Bind Grantee

By: Georgia Otero Kirkham
(Type or Print Name)

Its: Chair
(Type or Print Title)

August 17, 2011
Date

AGING AND LONG-TERM SERVICES DEPARTMENT


By:

8/31/11
Date



FROM THE DESK OF:

*DE ALVA CALABAZA, Capital Projects Coordinator
NM Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, New Mexico 87505*

ROUTING AND TRANSMITTAL SLIP

To: Jose Campos, Director, Valencia County Senior Program

- ☐ For Approval ☐ For Signature
☐ For Your Files ☐ For Your Review
☒ Enclosed fully executed Grant Agreements(s). 2012-1226
☐ Enclosed fully executed contract amendment.
☐ Enclosed are capital outlay draw request instructions.
☐ As requested

****PLEASE NOTE: FUNDS SHOULD BE EXPENDED TIMELY.
Please refer to the contract language.***

REMARKS:

If you have any questions, please contact me at 476-4876.



De Alva Calabaza

09/01/11

Date

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

Valencia County, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2011, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

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

Service:

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

Service Definitions:

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

(EXHIBIT H)

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

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

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

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

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

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

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

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

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

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

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

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

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

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

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

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

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IIID/Non-IIID)	OneContact/OneHour (Home Safety)
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: Valencia County

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

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$379456 . Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$42540 from Title III-B of the OAA;
2. \$76295 from Title III-C1 of the OAA;
3. \$21714 from Title III-C2 of the OAA;
4. \$0 from Title III-D of the OAA;
5. \$0 from Title III-E of the OAA; and
6. \$238907 from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$5.58191	\$3.92160	35000	700
Home Delivered Meals	\$6.48974	\$2.83061	63180	300
Transportation	\$7.32504	\$4.69348	13500	205
Assisted Transportation	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Health Promotion	\$	\$		
Homemaker/Housekeeping	\$	\$		
Case Management	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$		
CG – Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$		
CG - Assistance	\$	\$		

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

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

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

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

2. TERMS OF AGREEMENT.

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

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2nd) day of each month following the last day of the month in which services were provided. If the second (2nd) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.

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

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES.**

A. *Americans with Disabilities Act of 1990 –*

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

- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2011 through June 30, 2012. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:
1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
 2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of

administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.

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

G. *Equal Opportunity Compliance.*

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

- H. *Compliance with Aging and Long-Term Services Department Functions.*
The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.
- I. *Non-Discrimination Service Delivery.*
The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2011 and terminate on June 30, 2012, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

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

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of

work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

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

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

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

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

3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law

7. APPROPRIATIONS.

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

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

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

11. RELEASE.

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

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

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

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

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

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

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services

funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:

NCNMEDD

Attn: Nancy Arias

PO Box 5115

Santa Fe, NM 87502

VENDOR:

Valencia County
Attn: Kenneth Ariego
P.O. Box 1119
Los Lunas, N.M. 87031

28. INSURANCE.

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

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2011.

Valencia County

Legal Name of Vendor

NCNMEDD

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


Signature


Signature

Georgia Olvera Kichham
Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

August 17, 2011
Date

7/5/11
Date

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

GRANTEE: Valencia County ADDRESS: PHONE:			APPROVED BUDGET PERIOD FROM: 7/1/2011 TO: 6/30/2012		Grant/Action New/Cont: <input checked="" type="checkbox"/> Revision: <input type="checkbox"/> BAR: <input type="checkbox"/> Other: <input type="checkbox"/>		NGA DATE 6.30.11	
DESCRIPTION		FEDERAL	STATE	LOCAL		PROJ. INC.	TOTAL	
Title IIIB	Access	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$	98,888
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Subtotal	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$	98,888
Title IIIC1	Meal Costs	\$ 76,295	\$ 60,961	\$ 38,105	\$ -	\$ 20,006	\$	195,367
	Subtotal	\$ 76,295	\$ 60,961	\$ 38,105	\$ -	\$ 20,006	\$	195,367
Title IIIC2	Meal Costs	\$ 21,714	\$ 157,124	\$ 205,269	\$ -	\$ 25,915	\$	410,022
	Subtotal	\$ 21,714	\$ 157,124	\$ 205,269	\$ -	\$ 25,915	\$	410,022
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Title IIIE	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
DEMONSTRATON GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
SUB TOTALS	Title IIIB	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400	\$	98,888
	Title IIIC1	\$ 76,295	\$ 60,961	\$ 38,105	\$ -	\$ 20,006	\$	195,367
	Title IIIC2	\$ 21,714	\$ 157,124	\$ 205,269	\$ -	\$ 25,915	\$	410,022
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
GRAND TOTAL		\$ 140,549	\$ 238,907	\$ 276,500	\$ -	\$ 48,321	\$	704,277
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 704,277	a. Federal/State		FY 20 ____	Federal			
2. LESS Anticipated Proj. Inc.	\$ 48,321	grant unearned			State			
3. Estimated Net Cost.....	\$ 655,956	in previous project year(s)						
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 ____	Federal			
5. Proj. Inc. (Used as Match).....	\$ 48,321				State			
6. Federal Share of Net Cost.....	\$ 140,549							
7. State Share of Net Cost....	\$ 238,907	c. New Obligational		FY-	Federal	\$ 140,549		
		Authority Herein Awarded			State	\$ 238,907		

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

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

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

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

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

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

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Tim Arner
Signature:
Tim Arner, Executive Director

Date:

2/5/11

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

[Signature]
Signature: Date: *8/17/11*

Signature:

Date:

Non-Metro Area Agency on Aging
Summary of Budgeted Revenues - Without NSIP & SEP
FY 2011/2012

ntractor:
County Of Valencia

Funding Sources		Congregate Meals	Home-Del Meals	Transportation	Assisted Transportation	Case Mgmt	Adult Day Care	Chore	Homemaker	Health Promotion	Respite	NFCSP	TOTAL
leral Title IIIB				\$ 42,540									\$ 42,540
leral Title IIIC1		\$ 76,295											\$ 76,295
leral Title IIIC2			\$ 21,714										\$ 21,714
leral Title IIID													\$ -
leral Title IIIE													\$ -
le		\$ 60,961	\$ 157,124	\$ 20,822									\$ 238,907
al Cash (City/County/Town)		\$ 38,105	\$ 205,269	\$ 33,126									\$ 276,500
idraising													\$ -
er Grants/Foundations													\$ -
ind		\$ 35,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 65,000
gram Income:													\$ -
ransportation:				\$ 2,400									\$ 2,400
ousekeeping.													\$ -
ult Day Care													\$ -
Other:													\$ -
ongregate Meals Donations		\$ 20,006											\$ 20,006
Home Delivered Donations			\$ 25,915										\$ 25,915
Other :													\$ -
TOTAL:		\$ 230,367	\$ 440,022	\$ 98,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 769,277
ected Units		35,000	63,180	13,500									
al Cost of Service		\$ 6,58191	\$ 6,96458	\$ 7,32504	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
al Cost of Service w/o In-Kind		\$ 5,58191	\$ 6,48974	\$ 7,32504	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
ding %		0.00000%	0.00000%	43.01836%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIB		0.00000%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIC1		33.11889%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIC2		0.00000%	4.93475%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIID		0.00000%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIE		0.00000%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIE		28.48256%	35.70821%	21.05614%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
l Cash (City/County/Town)		16.51100%	46.64971%	33.49850%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
ram Income		8.68440%	5.88948%	2.42899%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
raising		0.00000%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
r Grants/Foundations		0.00000%	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
nd		15.19315%	6.81784%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral %'s		100.00000%	100.00000%	100.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Title III Contract Cost													
lral IIIB		\$ -	\$ -	\$ 3,15111	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIC1		\$ 2,17986	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIC2		\$ -	\$ 0.34368	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIID		\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIE		\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
lral IIIE		\$ 1,74174	\$ 2,48693	\$ 1,54237	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
l Federal & State		\$ 3,92160	\$ 2,83061	\$ 4,65348	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

ASSURANCES

Revised to incorporate the 2000 Reauthorization of the Older Americans Act

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

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

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

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

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

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

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

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

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

The following methods are used to satisfy the service needs of low-income minority individual and older individuals residing in rural areas:

[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]

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

20. Case Management Services. Case management services provided under this Plan will:

a. not duplicate, but will be coordinated with, case management services provided through other Federal and State programs; and,

b. be provided by a public agency or a nonprofit private agency that (i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging; (ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement; (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii);

21. Rights Relating to In-home Services for Frail Older Individuals. The grantee assures that programs that provide in-home services (as defined in the Older Americans Act) will promote the following rights of each older individual who receives such services:

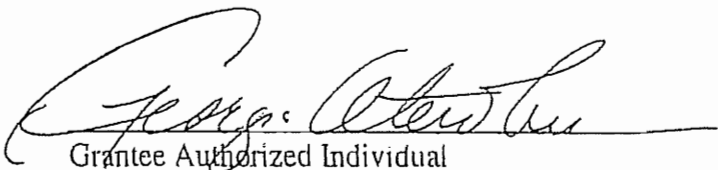
a. the right to be fully informed in advance about each in-home service provided by the program and about any change in such service that may affect the well being of such individual; and the right to participate in planning and changing an in-home service provided by the program, unless such individual is judicially adjudged incompetent;

b. The right to voice a grievance with respect to such service that is or fails to be provided, without discrimination or reprisal as a result of voicing such grievance;

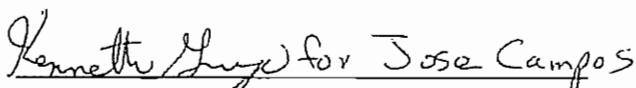
c. the right to confidentiality of records relating to such individual;

d. the right to have the property of such individual treated with respect; and

e. the right to be fully informed (orally and in writing), in advance of receiving an in-home service, of these rights and obligations.


Grantee Authorized Individual

8/17/11
Date


Program Director

8-19-11
Date

Non-Metro AAA

Vendor/ Contractor Name

Executive Director	<u>Kenneth Griego</u>
Mailing Address	<u>P.O. 1119</u>
City, Zip code	<u>Los Lunas NM 87031</u>
Physical Address	<u>444 Luna Ave</u>
City, Zip code	<u>Los Lunas, NM 87031</u>
County	<u>Valencia</u>
Phone Number	<u>505-866-2436</u>
Fax Number	<u>505-866-3355</u>
e-mail address	<u>Kenneth.Griego@CO.Valencia.NM.US</u>
Director	<u>Joseph Campos</u>
Mailing Address	<u>715 S. main ST</u>
City, Zip code	<u>BELEN, NM 87002</u>
Physical Address	<u>715 S. main ST</u>
City, Zip code	<u>BELEN, NM 87002</u>
County	<u>Valencia</u>
Phone Number	<u>505-866-2436</u>
Fax Number	<u>505-866-3355</u>
e-mail address	<u>Kenneth.Griego@CO.Valencia.NM.US</u>
Finance Contact	<u>Wilma Abril</u>
Mailing Address	<u>P.O. Box 1119</u>
City, Zip code	<u>Los Lunas NM 87031</u>
Physical Address	<u>444 Luna Ave</u>
City, Zip code	<u>Los Lunas, NM 87031</u>
County	<u>Valencia</u>
Phone Number	<u>505-866-2033</u>
Fax Number	<u>505-866-2424</u>
e-mail address	<u>wilma.abril@CO.Valencia.NM.US</u>
Nutrition Services Contact	<u>Joseph Campos</u>
Mailing Address	<u>715 S. main ST</u>
City, Zip code	<u>BELEN, NM 87002</u>
Physical Address	<u>715 S. main ST</u>
City, Zip code	<u>BELEN, NM 87002</u>
County	<u>Valencia</u>
Phone Number	<u>505-864-6739</u>
Fax Number	<u>505-864-0592</u>
e-mail address	<u>Joseph.Campos@Co.Valencia.NM.US</u>

Non-Metro AAA

Vendor/ Contractor Name	
Senior Employment Contact	Emily Carrillo
Mailing Address	715 S. Main ST
City, Zip code	BELEN NM 87002
Physical Address	715 S. Main ST.
City, Zip code	BELEN, NM 87002
County	Valencia
Phone Number	505-864-6739
Fax Number	505-864-0392
e-mail address	Emily. Carrillo @ Co. Valencia, NM. US.
SAMS Data Entry Contact	Emily Carrillo
Mailing Address	715 S. Main ST.
City, Zip code	BELEN, NM 87002
Physical Address	715 S. Main ST.
City, Zip code	BELEN, NM 87002
County	Valencia
Phone Number	505-864-6739
Fax Number	505-864-0392
e-mail address	Emily. Carrillo @ Co. Valencia, NM. US.
Site Manager	Benee Benavidez
Mailing Address	197 Don Pasqual
City, Zip code	Los Lunas, NM 87031
Physical Address	197 Don Pasqual
City, Zip code	Los Lunas, NM 87031
County	Valencia
Phone Number	505-839-3853
Fax Number	505-864-0392
e-mail address	
Site Manager	Rosemary Mural
Mailing Address	351 Rio Communities Blvd.
City, Zip code	BELEN NM. 87002
Physical Address	351 Rio Communities Blvd
City, Zip code	BELEN, NM. 87.
County	Valencia
Phone Number	505-864-7500
Fax Number	505-864-0392
e-mail address	-

Non-Metro AAA

Vendor/ Contractor Name

Mayor
Mailing Address
City, Zip code
Physical Address
City, Zip code
County
Phone Number
Fax Number
e-mail address

N/A

City/ County Manager
Mailing Address
City, Zip code
Physical Address
City, Zip code
County
Phone Number
Fax Number
e-mail address

ERIC Zamora
P.O. Box 1119
Los Lunas NM. 87031
444 Lina Ave
Los Lunas, NM 87031
Valencia
505-866-2014
505-866-3355
ERIC.ZAMORA@CO.Valencia.NM.US

City/ County Clerk
Mailing Address
City, Zip code
Physical Address
City, Zip code
County
Phone Number
Fax Number
e-mail address

SALLY PEREA
P.O. Box 1119
Los Lunas, NM 87031
444 Lina Ave
Los Lunas, NM. 87031
Valencia
505-866-2075
505-866-2424
SALLY.PERE@CO.Valencia.NM.US

City/ County Treasurer
Mailing Address
City, Zip code
Physical Address
City, Zip code
County
Phone Number
Fax Number
e-mail address

Dorothy Lovato
P.O. Box 1119
Los Lunas, NM. 87031
444 Lina Ave
Los Lunas, NM. 87031
Valencia
505-866-2094
505-866-2019
DOROTHY.LOVATO@CO.Valencia.NM.US

(attach additional pages if necessary)

Non-Metro AAA

Vendor/ Contractor Name

CHAIR: GEORGIA OTERO-KIRKHAM
Board President
Mailing Address P.O. Box 1119
City, Zip code Los Lunas, NM 87031
Physical Address 444 Luna Ave
City, Zip code Los Lunas, NM 87031
County Valencia
Phone Number 505-866-2014
Fax Number 505-866-3355
e-mail address

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

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

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

<u>Valencia County</u>	<u>New Mexico</u>
Organization	State
<u>George Otis</u>	<u>Chair</u>
Authorized Signature	Title
	<u>8/17/11</u>
	Date

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

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

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

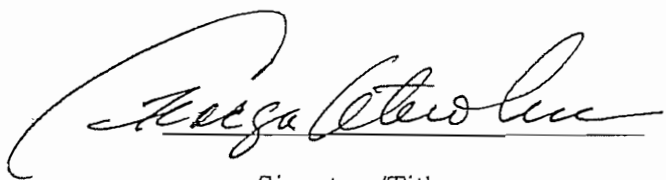
<u>Valencia County</u>	<u>New Mexico</u>	
Organization		State
<u>[Signature]</u>	<u>Chair</u>	<u>8/17/11</u>
Authorized Signature	Title	Date

Commitment of Local Funds

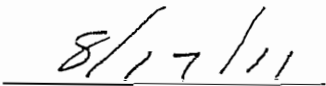
My name is Georgia Otero-Kirkham and I have the authority to represent the City/County of Valencia as it relates to the contents of this document.

For Fiscal Year 2011/12 we are committed to contribute a total of \$ 276,500 to the Older American Senior Citizens Program. This contribution is non-in kind resources.

If for any reason this commitment is not able to be met the City/County of Valencia will submit a letter of justification.



Signature/Title



Date

ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

SUMMARY OF COVERAGE

This is a summary of the coverage offered by NMAC. If there are any discrepancies between this summary, the Memorandum of Coverage or any applicable insurance policies, the MOC or applicable policy shall control. Coverage is per the MOC and any reinsurer or excess insurer terms, conditions, limitations and exclusions.

Insured:	New Mexico Association of Counties
Address:	613 Old Santa Fe Trail, Santa Fe, NM 87505
Term:	Effective at 12:01 a.m. on the 1st day of January 2011 and ending at 12:01 a.m. on the 1st day of January 2012 Standard time at the address of insured as stated herein.
Covered Counties:	Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Doña Ana, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lincoln, Luna, McKinley, Mora, Otero, Quay, Roosevelt, Sandoval, San Miguel, Sierra, Socorro, Taos, Torrance, Union, Valencia

Type of Policy:	Multi-line Liability - Claims Made and Reported Form	
Reinsurance Agreement #:	TBD	
Reinsurer:	Munich Reinsurance America, Inc.	
Best Rating:	A+ XV	
Retroactive Date:	March 21, 2001 (Unless otherwise endorsed)	
State Tort Claims Act Limit	<div><div>\$400,000</div><div>Bodily Injury Per Person</div></div> <div><div>\$100,000</div><div>Property Damage</div></div> <div><div>\$750,000</div><div>Per Occurrence</div></div> <div><div>\$300,000</div><div>Medical Expenses</div></div> <div><div>\$1,050,000</div><div>Combined Limit of Liability</div></div> <div><div>\$1,000,000</div><div>Foreign Jurisdiction Coverage</div></div> <div>Auto Liability: Same as above</div> <div>Public Officials E&O Liability: Same as above</div>	
Premises Medical	<div><div>\$10,000</div><div>Per Person</div></div> <div><div>\$150,000</div><div>Per Occurrence</div></div>	
Injunctive Relief	\$10,000 per claim for defense costs ONLY	
Sexual Abuse Defense	\$50,000/\$100,000 per Occurrence /annual aggregate, subject to \$500,000 annual aggregate applicable to all members (defense costs ONLY)	
Strip Searches	\$250,000 per occurrence/\$1,000,000 pool aggregate for any cost or liability arising from a lawsuit or other proceeding brought on behalf of a class of claimants that alleges unlawful strip searches. This sublimit applies even if the lawsuit alleges negligence or other wrongdoing in the establishment of policies, procedures or guidelines concerning strip searches, or negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of any person.	
The above Coverages and Limits are subject to the New Mexico Tort Claims Act where applicable.		
The above Coverages and Limits are per Occurrence , except where otherwise noted.		
SIR:	\$1,000,000	
Reinsurance Limit for Each Current Member:	\$1,000,000 for each Current Member shown above. \$10,000,000 Annual Aggregate for each member	

**Defense costs erode the retention and the limit of liability*

ARTHUR J. GALLAGHER & CO.
 15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Type of Policy:	Law Enforcement Liability – Claims Made Form
Reinsurance Agreement #:	TBD
Reinsurer:	Munich Reinsurance America, Inc.
Best Rating:	A+ XV
Covered Counties:	Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Doña Ana, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lincoln, Luna, McKinley, Mora, Otero, Quay, Roosevelt, Sandoval, San Miguel, Sierra, Socorro, Taos, Tarrant, Union, Valencia
State Tort Act Limits	\$400,000 Bodily Injury Per Person \$100,000 Property Damage \$750,000 Per Occurrence \$300,000 Medical Expenses \$1,050,000 Combined Limit of Liability \$1,000,000 Foreign Jurisdiction Coverage
Sexual Abuse Defense	\$50,000/\$100,000 per occurrence /annual aggregate, subject to \$500,000 annual aggregate applicable to all members (civil defense only)
Strip Searches	\$250,000 per occurrence/\$1,000,000 pool aggregate for any cost or liability arising from a lawsuit or other proceeding brought on behalf of a class of claimants that alleges unlawful strip searches. This sublimit applies even if the lawsuit alleges negligence or other wrongdoing in the establishment of policies, procedures or guidelines concerning strip searches, or negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of any person.
The above Coverages and Limits are subject to the New Mexico Tort Claims Act where applicable. The above Coverages and Limits are per Occurrence , except where otherwise noted.	
SIR:	\$500,000 for each loss for each Current Member subject to a single event. **The above limit will be on a 90/10 Quota Share arrangement, with Munich Re taking 90% (or \$1,350,000) and NMAC taking 10% (or \$150,000) of the \$1,500,000 limit
Reinsurance Limit for Each Current Member	\$1,500,000 for each Current Member shown above. \$10,000,000 Annual Aggregate for each member

****Defense costs erode the retention and the limit of liability***

ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Type of Policy:	Excess Liability
Policy Number:	C419
Reinsurer:	General Reinsurance Corporation
Best Rating:	A++XV
Covered Counties:	Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Doña Ana, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lincoln, Luna, McKinley, Mora, Otero, Quay, Roosevelt, Sandoval, San Miguel, Sierra, Socorro, Taos, Torrance; Union, Valencia
Limits:	\$3,000,000 Each Occurrence Out of State, Federal and Sovereign Nations Coverage, including Public Officials Errors & Omissions and Employee Benefits Liability \$6,000,000 Aggregate
Retroactive Date:	March 21, 2001 (Unless otherwise endorsed)
Out of State, Federal & Sovereign Nations Coverage	\$5,000,000 Per Occurrence \$10,000,000 Multi-Line Pool Aggregate \$10,000,000 Law Enforcement Pool Aggregate \$150,000 Per Occurrence Premises Medical \$10,000 Per Person Premises Medical \$150,000 Per Occurrence Auto Medical \$10,000 Per Person Auto Medical \$50,000 Per Occurrence (\$500,000 Aggregate) Sexual Abuse Defense ML \$50,000 Per Occurrence (\$500,000 Aggregate) Sexual Abuse Defense LE
As Respect all other Claims:	\$400,000 Bodily Injury Per Person \$200,000 Property Damage \$750,000 Per Occurrence \$350,000 Medical Expenses \$1,050,000 Combined Limit of Liability \$250,000 Per Occurrence (1,000,000 Pool Aggregate) Class Action Strip Searches
Underlying Limits:	ML - \$1,000,000 x/s \$1,000,000 LE - \$1,500,000 x/s \$500,000
General Liability:	See Above Limits
Public Officials Liability:	See Above Limits
Law Enforcement Professional Liability:	See Above Limits
Auto Liability:	See Above Limits
Law Enforcement Limits	\$3,000,000 Each Occurrence Out of State, Federal and Sovereign Nations Coverage \$6,000,000 Aggregate
SIR:	\$2,000,000 Underlying

**Defense costs erode the retention and the limit of liability*

ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Type of Policy:	Property – Occurrence Form – Primary Layer	
Policy Number:	MAF756956-11	
Insurer:	Axis Insurance Company	
Best Rating:	A XV	
Coverage:	Real Property, Personal Property and Extra Expense	
Limits:	\$25,000,000 Excess \$150,000 Per Occurrence	
Perils Insured:	All Risks of Direct Physical Loss or Damage including Earth Movement & Volcanic Action, Including Flood & Water Damage	
Locations:	As per policy form and on file with NMAC and Allianz	
Sublimits:	<div> <div>Included</div> <div>Real Property</div> </div> <div> <div>Included</div> <div>Personal Property</div> </div> <div> <div>\$5,000,000</div> <div>Business Income</div> </div> <div> <div>\$10,000,000</div> <div>Extra Expense</div> </div> <div> <div>30 Days</div> <div>Extended Period of Indemnity</div> </div> <div> <div>30 Days</div> <div>Ordinary Payroll Expense</div> </div> <div> <div>\$500,000</div> <div>Loss of Rental Value</div> </div> <div> <div>\$100,000</div> <div>Research & Development</div> </div> <div> <div>\$10,000,000</div> <div>Accounts Receivable</div> </div> <div> <div>\$10,000,000</div> <div>Demolition & ICC</div> </div> <div> <div>\$10,000,000</div> <div>Control of Damaged Property</div> </div> <div> <div>\$250,000</div> <div>Professional Fees</div> </div> <div> <div>\$10,000,000</div> <div>Contractors Equipment</div> </div> <div> <div>\$5,000,000</div> <div>Debris Removal-the greater of 25% of the loss or</div> </div> <div> <div>\$1,000,000</div> <div>Auto Physical Damage - On The Road</div> </div> <div> <div>\$15,000,000</div> <div>Automobile (Vehicle) Physical Damage</div> </div> <div> <div>\$250,000</div> <div>Defense Costs</div> </div> <div> <div>\$10,000,000</div> <div>EDP Equipment</div> </div> <div> <div>\$10,000</div> <div>EDP Media Breakdown</div> </div> <div> <div>\$1,000,000</div> <div>Errors & Omissions</div> </div> <div> <div>\$100,000</div> <div>Exhibition, Exposition, Fair or Trade Show</div> </div> <div> <div>\$1,000,000</div> <div>Expediting Expenses</div> </div> <div> <div>\$100,000</div> <div>Fire Department Service Charges</div> </div> <div> <div>\$2,500,000</div> <div>Fine Arts</div> </div> <div> <div>\$10,000,000</div> <div>Ingress/Egress (1 mile radius limitation, 30 Consecutive Days)</div> </div> <div> <div>\$10,000,000</div> <div>Interruption by Civil Authority (1 mile radius limitation, 30 Consecutive Days)</div> </div> <div> <div>\$500,000</div> <div>Leasehold Interest</div> </div> <div> <div>\$10,000,000</div> <div>Miscellaneous Unnamed Locations</div> </div> <div> <div>\$10,000,000</div> <div>Newly Acquired Property (90 Days reporting)</div> </div> <div> <div>\$10,000</div> <div>Limited Coverage for Mold, Fungi, Wet or Dry Rot & Bacteria (Annual Aggregate)</div> </div> <div> <div>\$100,000</div> <div>Pollutant Clean Up, Removal (Annual Aggregate)</div> </div>	

ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Sublimits:	\$15,000,000 Property in the Course of Construction \$100,000 Protection & Preservation of Property \$25,000 Personal Property of Others \$100,000 Trees and Shrubs – Max \$1,000 per plant, tree or shrub \$100,000 Transit \$15,000,000 Service Interruption – Property Damage & Time Element (combined) (Water, Communication including overhead transmission lines, Power including overhead transmission lines) \$10,000,000 Valuable Papers & Records \$5,000,000 Temporary Removal of Property \$25,000,000 Earth Movement and Volcanic Action (Annual Aggregate) Not Insured Earth Movement and Volcanic Action for locations in California (Annual Aggregate) \$1,000,000 Earth Movement as respects Automatic Coverage; Errors and Omissions; Exhibitions, Expositions, Fairs or Trade Shows; and Miscellaneous Unnamed Locations (Combined Sublimit)
	\$25,000,000 Flood and Water Damage (Annual Aggregate) \$5,000,000 Flood and Water Damage for locations within High Hazard Zones (Annual Aggregate)
Valuation:	Property Damage – The lesser cost to repair, rebuild or replace per Policy Form Time Element – Actual Loss Sustained Contractor's Equipment – Actual Cash Value Vehicles (includes trucks & mobile equipment) – Actual Cash Value
Exclusions:	Boiler & Machinery; California Earth Movement & Volcanic Eruption; Electronic Data Limitation; Electronic Date Recognition ; Fungi; Other Exclusions as more fully detailed in policy form.
Based on TIV:	\$1,861,721,980
Deductibles:	Unless otherwise stated all deductibles apply on a per occurrence basis. If the Allianz Global Risk US participation is on an excess basis, the following are the underlying deductibles applicable to the primary layer of insurance:
	\$150,000 Per "Occurrence," except as specified below \$500,000 High Hazard Flood \$150,000 Ingress/Egress – 24 hour waiting period, subject to a minimum of \$150,000 Interruption by Civil Authority – 24 hour waiting period subject to a minimum of \$150,000 \$150,000 Service Interruption – Property Damage: 24 hour waiting period, subject to a minimum of \$150,000 \$150,000 Service Interruption – Time Element; 24 hour subject to a minimum of \$150,000 \$250,000 All vehicles valued over \$500,000 will have a \$250,000 deductible to apply for auto PD and over the road coverage. Note, this may be waived upon receipt of 10 largest vehicles as requested

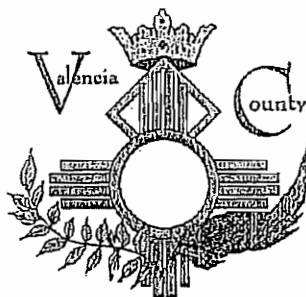
ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Type of Policy:	Property – Occurrence Form – Excess Layer
Policy Number:	NHD369832
Insurer:	Axis Insurance Company
Best Rating:	A XIII
Coverage:	Real Property, Personal Property and Extra Expense
Limits:	\$125,000,000 Excess \$25,000,000 Per Occurrence
Perils Insured:	All Risks of Direct Physical Loss or Damage including Earth Movement & Volcanic Action, Including Flood & Water Damage
Locations:	As per policy form and on file with NMAC and Allianz
Sublimits:	\$5,000,000 Per Occurrence/Annual Aggregate Earthquake \$5,000,000 Per Occurrence/Annual Aggregate Flood
Valuation:	Replacement Cost
Exclusions:	Boiler & Machinery; Flood High Hazard Zone; Electronic Data Limitation; Electronic Date Recognition ; Fungi; Other Exclusions as more fully detailed in policy form.
Based on TIV:	\$1,861,721,980
Deductibles:	Unless otherwise stated all deductibles apply on a per occurrence basis. If the Allianz Global Risk US participation is on an excess basis, the following are the underlying deductibles applicable to the primary layer of insurance:
	<div> <div>\$150,000</div> <div>Per "Occurrence," except as specified below</div> </div> <div> <div>\$500,000</div> <div>High Hazard Flood</div> </div> <div> <div>\$150,000</div> <div>Ingress/Egress – 24 hour waiting period, subject to a minimum of</div> </div> <div> <div>\$150,000</div> <div>Interruption by Civil Authority – 24 hour waiting period subject to a minimum of \$150,000</div> </div> <div> <div>\$150,000</div> <div>Service Interruption – Property Damage: 24 hour waiting period, subject to a minimum of \$150,000</div> </div> <div> <div>\$150,000</div> <div>Service Interruption – Time Element; 24 hour subject to a minimum of \$150,000</div> </div> <div> <div>\$250,000</div> <div>All vehicles valued over \$500,000 will have a \$250,000 deductible to apply for auto PD and over the road coverage. Note, this may be waived upon receipt of 10 largest vehicles as requested</div> </div>

ARTHUR J. GALLAGHER & CO.
15 Enterprise, Suite 200, Aliso Viejo, CA 92656

Type of Policy:	Boiler & Machinery	
Policy Number:	FBP2302794	
Insurer	Hartford Steam Boiler Insurance Company	
Best Rating:	A XV	
Covered Counties:	Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Doña Ana, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lincoln, Luna, McKinley, Otero, Quay, Roosevelt, San Miguel, Sandoval, Sierra, Socorro, Taos, Tarrant, Union, Valencia	
Limits:	\$50,000,000 Equipment Breakdown	
Location Covered:	All Locations Owned, Operated or Controlled by the Named Insured and on file with NMAC and HSB	
Deductible:	\$1,000 Combined (Except Interruption of Service – 4 hour Waiting Period)	
Sublimits:	Included Property Damage \$1,000,000 Off Premises Property Damage Included Business Income Included Extra Expense Included Service Interruption \$1,000,000 Contingent Business Income Included Perishable Goods \$1,000,000 Data Restoration \$1,000,000 Demolition \$1,000,000 Ordinance or Law Included Expediting Expenses	
	\$2,000,000 Hazardous Substances Included Newly Acquired Locations	
Special Provisions:	365 Days Newly Acquired Locations Not Applicable Business Income Coinsurance 90 Days Notice of Cancellation other than non-payment 30 Days Extended Period of Restoration 4 hours Interruption of Services Waiting Period	

Type of Policy:	Crime	
Policy Number:	105540826	
Insurer:	Travelers Casualty and Surety Company of America	
Best Rating:	A+ XIII	
Limits:	\$2,000,000 Public Employee Dishonesty \$2,000,000 Money & Securities – On Premises \$2,000,000 Money & Securities – Messenger \$2,000,000 Forgery or Alterations \$2,000,000 Computer Fraud	
Deductible:	\$150,000	



VALENCIA COUNTY

BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011-38

**Recognizing the Importance of Cooperation and the Pursuit of
Regionalism among Members of the Mid-Region Council of
Governments ("MRCOG")**

WHEREAS, the member governments of the MRCOG provide a wide variety of services to the citizens throughout the region; and

WHEREAS, with the continuing development of technology and the sharing of information, the daily lives of the citizens in the Mid Region are increasingly becoming less isolated in terms of geographic boundaries and more global in nature; and

WHEREAS, the needs of the citizens in the Mid Region for transportation, public safety, urban and transportation planning, water use, zoning, storm water control, education, and other basic needs exceed the boundaries of the various political entities that make up our region; and

WHEREAS, when multiple governments and organizations work together to address common issues and challenges as a region, through collaboration,
the results lead to healthier and more prosperous communities; and

WHEREAS, regionalism allows for planning across multiple county and municipal boundaries, enabling broad-based comprehensive planning for the future; and

WHEREAS, the population of the MRCOG region is expected to increase to nearly one-million citizens by 2015, thereby impacting public infrastructure and resources including roadways, public transit, employment, and public resources; and

WHEREAS, adopting a regional perspective recognizes that rural communities and Indian Pueblos are equally important voices in planning for the greater metro-area; and

WHEREAS, a regional perspective will help to preserve the quality of life of the citizens within the Mid Region; and

(EXHIBIT I)

WHEREAS, adoption of a regional view by the member governments of the MRCOG enables collective discussions on cross-jurisdictional issues such as natural resource conservation, economic development, transportation, and other common issues; and

WHEREAS, the representatives of the local governments and political subdivisions which constitute the membership of the MRCOG, at the Regional Partners Meeting of January 7, 2010, voiced a commitment to work on collaborative approaches to our region's future; and

WHEREAS, the participating governments voiced a commitment to improve regional planning efforts, attend joint meetings, share intellectual capital, and collectively work to solve regional issues; and

WHEREAS, the Mid-Region Council of Governments of New Mexico (MRCOG) is an association of local governments and special units of government within the state's third planning district established on December 11, 1969 pursuant to the authority of the Regional Planning Act; and

WHEREAS, the MRCOG serves member governments and organizations throughout the region; and

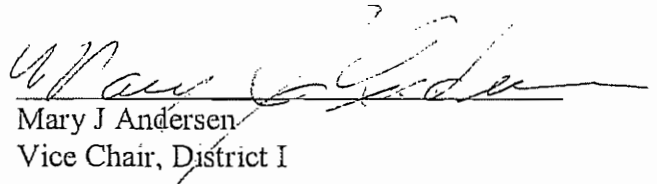
WHEREAS, MRCOG has the capability to serve as the coordinating agency to further the goals set forth by the member governments of the MRCOG to adopt a regional view in establishing policy.

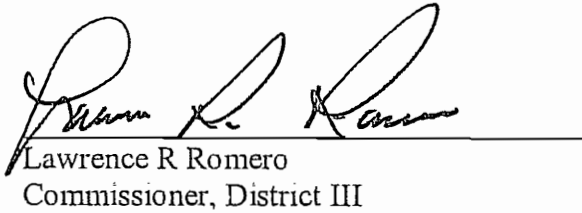
NOW THEREFORE BE IT RESOLVED by that we, the governments within New Mexico's Mid-Region, State Planning and Development District 3, agree to work collaboratively on issues of common concern, to develop an efficient process by which to make and adhere to regional decisions, and agree to meet regularly to assure adherence to decisions made. Furthermore, we recognize the MRCOG as the forum by which we will discuss and adopt the regional policies and priorities identified and described above.

APPROVED, ADOPTED AND PASSED on this ____ day of August, 2011.

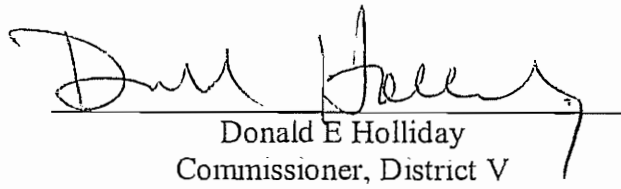
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham
Chairperson District II

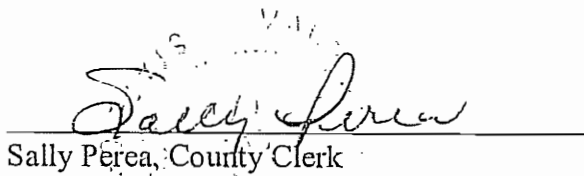

Mary J Andersen
Vice Chair, District I


Lawrence R Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV


Donald E Holliday
Commissioner, District V

ATTEST:


Sally Perea, County Clerk

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea
The attached computer printout lists all the checks issued by the Manager's Office on August 3, 2011 covering vendor bills processed on the above date. Check # 109304 to #109373 inclusive, for the total of \$51,017.50.

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
Wilma Abril, Director of Finance

Done this 17th day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice-Chair

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

(EXHIBIT J)

ATTEST
Sally Perea
Sally Perea, County Clerk

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea
The attached computer printout lists all the checks issued by the Manager's Office on August 11, 2011 covering vendor bills processed on the above date. Check # 109408 to #109496 inclusive, for the total of \$185,153.31.

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:

Kenneth Lopez for Wilma Abril
Wilma Abril, Director of Finance

Done this 17th day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice-Chair

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

(EXHIBIT K)

ATTEST:

Sally Perea
Sally Perea, County Clerk