

May 2, 2012
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

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

Donald Holliday

PRESENTATION(S)

- 5) Jim Glover – Community Branding – phase II

DISCUSSION (Non-Action) ITEM(S)

- 6) Reports from Commissions, Boards & Committees

ACTION ITEM(S)

- 7) Consideration of a Proclamation declaring the month of May Older American Month: **Ruben Chavez / Jose Campos**
- 8) Consideration of an amendment to the Grant Agreement for the purpose of increasing the funding contribution by AAA to the Older American Program: Contract # 2011-12 60028: **Ruben Chavez / Jose Campos**
- 9) Consideration of an amendment to the Vendor Agreement for the purpose of increasing the State portion of the program funding contribution by AAA to the Older American Program: Contract # 2011-12 60028: **Ruben Chavez / Jose Campos**
- 10) Consideration of Approval of Amendment Number 4 Agreement No. 11-690-13020-4: **Cynthia Ferrari**
- 11) Consideration of Approval of Satellite Lease Agreement # VCL-FY12-503: **Cynthia Ferrari**
- 12) Accept approval to be fiscal manager for Juvenile Adjudication Grant Fund: **Tasa Stromei**
- 13) Consideration of Resolution 2012-___ Delegation of Authority to the County Manager to enter into Certain Contracts and Settlement Agreements: **County Commission**
- 14) ***Accept Findings of Facts and Conclusions of Law***
 - (1) Consideration to adopt the findings of facts and conclusions of law concerning a Verification of a Non-Conforming Use for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, also known as 1 Eddie Lane, Belen, NM 87002: **Jacobo Martinez-Jacobo will bring updated information on this item**

Page 1 of 2

15) Approval of contract for audit for Valencia County FY 2012-2013: **Christina Card**

16) Request approval of Memorandum of Understanding to provide financial support for the Summer Recreation Program in the City of Belen: **Christina Card**

17) Request approval of Memorandum of Understanding to provide financial support for the Summer Recreation Program in the Village of Bosque Farms: **Christina Card**

FINANCIAL MATTERS:

18) Consideration of Approval: Payroll / Warrants: **Christina Card**

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: Finance Director b. pending or threatened litigation: EEOC Charge Number 543-2012-00434; San Davie Road c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

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

ACTION ITEMS FROM EXECUTIVE SESSION:

- a) Approval of Finance Director Employment Contract
- b) EEOC Charge Number 543-2012-00434

NEXT COMMISSION MEETING:

- ♦ **May 9, 2012 – Public Hearing @ 5:00 P.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.

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

May 2, 2012

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

1) The meeting was called to order by Chairman Donald Holliday at 9:30 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

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

4) Approval of Minutes: April 11, 2012 Public Hearing Meeting
April 18, 2012 Business Meeting

Commissioner Andersen moved for approval of the minutes of April 11, 2012 Public Hearing Meeting and April 18, 2012 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

PRESENTATION(S)

5) Jim Glover – Community Branding Phase II

Jim Glover with Community Branding gave a presentation on phase II of their program. Their new branding approach for Los Lunas is "Los Lunas My Village." Phase II has been completed. They have created a unified community brand that's owned by no one and can be shared by all and the goal is to create a compelling messaging and strategic direction for the community use to strengthen the regions identity. The vision for the branding for Los Lunas My Village is a place for the vision to create a sustainable community that offers a quality living experience unsurpassed in rural New Mexico. Mr. Glover displayed the banner they've produced that will be used in their role in promoting the Village of Los Lunas.

DISCUSSION (Non-Action) ITEM(S)

6) Reports from Commissions, Boards & Committees
None.

ACTION ITEM(S)

7) Consideration of a Proclamation Declaring the Month of May Older American Month – Ruben Chavez / Jose Campos.

Older American Director Jose Campos said in 1963 President John F. Kennedy acknowledged the importance of recognizing the older American population by declaring the month of May as Older American Month. The county's Older American Program has planned a series of activities to commemorate this event by holding several activities at each of the county's senior centers. Mr. Campos introduced Mrs. Lillie McNabb Valencia County Older American Advisory Council Chair who read and presented the Proclamation to the Commission.

Nan Ziegler representing the Business Women of Valencia County and Linda Shaver and her students, from the School of Dreams, participates in the Comfort Keepers Program that focuses on senior citizens nutrition, more specifically malnutrition. A startling number of senior citizens risk going hungry due to the inability to obtain sufficient food for their household or having to choose between food and medical care. During the month of May National Older Americans Month Comfort Keepers in Valencia County has partnered with the Valencia County Older Americans Programs, the Business Women of Valencia

Minutes of May 2, 2012 Regular Business Meeting

County and several other businesses in Valencia County to run a food drive that will benefit the home bound senior citizens.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT A)

8) Consideration of an Amendment to the Grant Agreement for the Purpose of Increasing the Funding Contribution b AAA to the Older American Program: Contract #2011.

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

9) Consideration of an Amendment to the Vendor Agreement for the Purpose of Increasing the State Portion of the Program Funding Contribution by AAA to the Older American Program: Contract #2011-126028 – Ruben Chavez / Jose Campos.

Commissioner Gentry moved for approval. Seconded by Chairman Holliday. Motion carried unanimously. (SEE EXHIBIT C)

10) Consideration of Approval of Amendment Number 4 Agreement No. 11-690-13020-4 Cynthia Ferrari

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (SEE EXHIBIT D)

11) Consideration of Approval of Satellite Lease Agreement #VCL-FY12-503 – Cynthia Ferrari

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

12) Accept Approval to be Fiscal Manager for Juvenile Adjudication Grant Fund- Tasa Stromei.

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

13) Consideration of Resolution 2012-18, Delegation of Authority to the County Manager to enter into Certain Contracts and Settlement Agreements – County Commission.

Commissioner Andersen suggested increasing the amount from \$5,000.00 to \$10,000.00 and moved for approval.

County Attorney Adren Nance stated that before final approval this item be moved beyond Executive Session and the reason is it's contingent currently on having a finance director to sign in concurrence with the county manager and as yet the county has no finance director. Item (4) says to be effective any contractor or settlement agreement entered into pursuant to this resolution shall be signed by Bruce Swingle Valencia County Manager and (blank) Valencia County Finance Director. This is consistent with the previous delegation of authority approved by the commission which required approval by both the former county manager and former business manager in order to be valid. The county won't have a finance manager until the vote is taken in Executive Session.

Commissioner Andersen asked if it was necessary to place the individuals name on the agreement or leave the designation to be signed by the finance director.

You can remove the requirement that the name be listed was Attorney Dave Pato's response.

Commissioner Andersen restated her motion to approve the resolution raising the limit to \$10,000.00 and removing the necessity for a name of the director of finance.

Seconded by Chairman Holliday. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-18. (SEE EXHIBIT G)

14) Accept Findings of Facts and Conclusions of Law

1) Consideration to Adopt the Findings of Facts and Conclusions of Law Concerning a Verification of a Non-Conforming Use for the Storage and Sale of Fill Dirt and Gravel Products on the Property Described as T5N, R1E, Section 1 NMPM, Map 96 being a Portion of Tracts 67, 68 and Tract 46-C-2 Zoned RR-2, Filed in Book 300 Page 1093 of the Office of the Valencia County Clerk, also known as 1Eddie Lane, Belen, NM 87002 – Jacobo Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried 3-2. Commissioner's Andersen voted no. Commissioner Otero-Kirkham voted no.

(SEE EXHIBIT H)

15) Approval of Contract of Audit for Valencia County FY 2012-2013 – Christina Card

Minutes of May 2, 2012 Regular Business Meeting

Commissioner Gentry moved to table this item until the finance director is in place and brings it back to the commission. Seconded by Commissioner Andersen. Motion carried unanimously.

16) Request approval of Memorandum of Understanding to Provide Financial Support for the Summer Recreation Program in the City of Belen – Christina Card

Commissioner Gentry moved for approval. Seconded by Chairman Holliday. Motion carried unanimously. (SEE EXHIBIT I)

17) Request Approval of Memorandum of Understanding to Provide Financial Support for the Summer Recreation Program in the Village of Bosque Farms – Christina Card

Chairman Holliday motioned to match the funds of \$3,000.00 as was given to the other municipalities. Seconded by Commissioner Otero-Kirkham. Motion carried 4-1. Commissioner Andersen voted no. (SEE EXHIBIT J)

FINANCIAL MATTERS:

18) Consideration of Approval of Payroll / Warrants –Christina Card

Commissioner Gentry moved for approval. Seconded by Chairman Holliday. Motion carried unanimously. (SEE EXHIBITS K - N)

PUBLIC COMMENTS:

Those members of the audience making comments at today's Business Meeting were Valencia County residents Darla Gleason, Earl Gleason and Joan Oreolt.

EXECUTIVE SESSION- Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following Matters may be Discussed in Closed Session: a.) Personnel: Finance Director, b.) Pending or Threatened Litigation: EEOC Charge Number 543-2012-00434; San Davie Road, c.) Real Property d.) Other Specific Limited Topics that are Allowed or Authorized under the Stated Statute.

Commissioner Otero-Kirkham motioned to go into Executive Session. Seconded by Commissioner Romero. Roll call vote. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Otero-Kirkham moved to go back into Regular Session. Seconded by Chairman Holliday. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to those in the motion for closure which were EEOC Charge Number 543-2012-00434, San Davie Road and finance director contract and no final action was taken.

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

ACTION ITEMS FROM EXECUTIVE SESSION:

a) Approval of Finance Director Employment Contract

Commissioner Andersen moved to authorize the County Manager to issue a contract to Mr. Larry Augsbury as finance director. Seconded by Commissioner Gentry. Motion carried unanimously.

b) EEOC Charge Number 543-2012-00434

No action was taken.

NEXT COMMISSION MEETING:

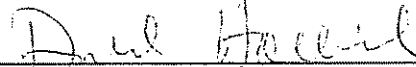
The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on May 9, 2012 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

11) Adjournment

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Romero. Motion carried unanimously. TIME: 11:52 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the May 2, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

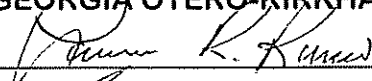
VALENCIA COUNTY BOARD OF COMMISSIONERS



DONALD E. HOLLIDAY, CHAIRMAN



GEORGIA OTERO-KIRKHAM, VICE-CHAIR



LAWRENCE R. ROMERO, MEMBER

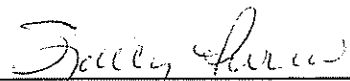


RON GENTRY, MEMBER



MARY J. ANDERSEN, MEMBER

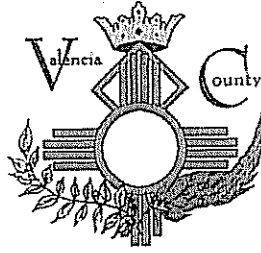
ATTEST:



SALLY PEREA, COUNTY CLERK

5 23 2012

DATE



**May 2012
Older Americans Month**

Never Too Old to Play!

A Proclamation

Whereas, Valencia County includes 16,000 citizens aged 60 and older; and

Whereas, Valencia County is committed to helping all individuals maintain their health and independence in later life; and

Whereas, the older adults in Valencia County have an important role in sharing knowledge, wisdom, and understanding of the history of our community through interactions with children, youth, and adults from other generations; and

Whereas, the fruits of knowledge and experience can be effectively transferred from generation to generation through meaningful social interactions; and

Whereas, their interactions with family, friends, and neighbors across generations enrich the lives of everyone involved; and

Whereas, our community can provide opportunities to enrich citizens young and old by:

- Emphasizing the value of including elders in public and family life
- Creating opportunities for older Americans to interact with people of different generations
- Providing services, technologies, and support systems that allow older adults to participate in social activities in the community

Now Therefore, We of VALENCIA COUNTY, NEW MEXICO do hereby proclaim May 2012 to be Older Americans Month. We urge every citizen to take time this month to engage with our older citizens through enjoyable social interactions such as sports, games, contests, and other forms of play.

(EXHIBIT A)


May 2012
Older Americans Month


DONE, this 2nd day of May 2012, in Valencia County, State of New Mexico.


BOARD OF COMMISSIONERS

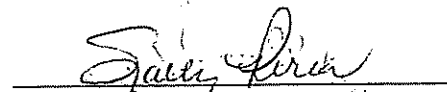

Donald E Holliday, Chair, District V
District II


Georgia Otero-Kirkham, Vice Chair.


Mary Andersen, Commissioner, District I
District III


Lawrence R Romero, Commissioner,


Ron Gentry, Commissioner, District IV


Attest: Sally Perea, County Clerk

**NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

AMENDMENT NO. 2

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

1. Purpose of Amendment. The purpose of the Amendment is to:
 - A. Revise the contract amount from \$81,735 to \$89,735 thereby increasing the total dollar amount by \$8,000.
2. Changes to Contract. The following changes are amendments to the contract:
 - A. Paragraph II. A. Compensation is amended to read: The total amount payable to the Contractor under this Agreement shall not exceed \$89,735 for eligible meals served during the period July 1, 2011 through June 30, 2012, regardless of funding sources, to eligible participants and their spouse.
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and Agency.

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

Valencia County
Legal Name of Vendor/Contractor

Donald Holliday
Signature

Donald Holliday
Printed/Typed Name of Signatory

5-2-2012
Date

NCNMEDD Non-Metro AAA
Name of Area Agency on Aging


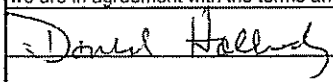
Tim Armer
Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

April 1, 2012
Date

(EXHIBIT B)

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2011 TO: 06/30/2012		New/Cont: X Revision: X Other:		4.1.12
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP	CFDA # 93.053				
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$89,735.00	0.00				\$89,735.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$89,735.00	\$0.00				\$89,735.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost	\$89,735.00		8. Federal/State Shares will be Comprised of:			
2. LESS Anticipated Project Income	\$0.00		a. Federal/State grant			
3. Estimated Net Cost	\$89,735.00		unearned in previous FY Federal: 0.00			
			project year(s) FY State: 0.00			
4. Non-federal and Non-state Share of Net Cost	\$0.00		b. Carry Over 0.00			
5. Project Income (Used as Match)	\$0.00					
6. Federal Share of Net Cost	\$89,735.00		c. New Obligational			
7. State Share of Net Cost	\$0.00		Authority Herein FY Federal: \$8,000.00			
Awarded						
<input checked="" type="checkbox"/> 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.						
<input checked="" type="checkbox"/> 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.						
<input checked="" type="checkbox"/> 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.						
<input checked="" type="checkbox"/> 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.						
<input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.						
<input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.						
All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:						
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.						
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.						
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.						
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.						
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.						
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.						
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.						
8. Inventory of project equipment will be maintained and submitted as requested.						
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.						
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.		
Tim Armer, Executive Director				Date: 5-2-2012		
Signature: 				Date: 		
Date: 4/11/12				Date:		



PO Box 5115, Santa Fe, NM 87502 1-866-699-4927

MEMORANDUM

To: Providers/Contractors

From: Nancy M. Arias, AAA Assistant Director

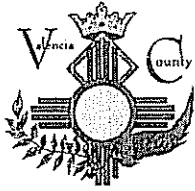
Date: April 12, 2012

Re: Nutrition Service Incentive Program (NSIP) Contract Amendment

Enclosed you will find two signed Nutrition Service Incentive Program (NSIP) contract amendments and Notification of Grant Awards (NGA) for fiscal year 2011/2012. Please ensure both contracts and notification of grant award documents are signed by the appropriate individual(s). Retain one set for your records and return the other set for full execution to:

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

Please do not hesitate to call me at 505-476-0106 or 1-866-699-4927 if you have questions.



VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Ruben Chavez

Individual Making Request: Jose Compos

Presentation at Meeting on: May 2, 2012

Date Submitted: April 23, 2012

Title of Request: Amendment to Area Agency on Aging Grant Agreement

Action Requested of Commission:

Consideration of an amendment to the Grant Agreement for the purpose of increasing the funding contribution by AAA to the Older American Program: Contract # 2011-12 60028 .

Information Background and Rationale

The Older American Program applied for and was awarded a Grant Agreement already amended once, for the amount of \$81,735.00. This is a second awarded increase of \$8,000 bringing the total to \$89,735. This increase reflects the increase of meals served at senior centers throughout the County.

What is the Financial Impact of this Request?

There are no matching funds required by the County. These addition funds will assist in meeting our rising cost in providing meals to seniors.

Staff Comments

Legal: Approved as to form. AN

Finance:

This agreement has a positive impact on our Budget. CC

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

VENDOR AGREEMENT
AMENDMENT NO. 1

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

1. Purpose of Amendment. The purpose of the Amendment is to:
- A. Revise the contract amount from (\$379,456) to (\$390,800) thereby *increasing* the total dollar amount by (\$11,344).

2. Changes to Contract. The following changes are amendments to the contract:

A. Paragraph I.B. Payment for Services is amended to read: For the services by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, not to exceed (\$390,800) said aggregate amount to be derived from the following sources, when units are met.

1. (\$42,540) from Title III-B of the OAA;
2. (\$76,295) from Title III-C1 of the OAA;
3. (\$21,714) from Title III-C2 of the OAA;
4. (\$0) from Title III-D of the OAA;
5. (\$0) from Title III-E of the OAA; and
6. (\$250,251) from the NMGAA-State/HB-2.

(EXHIBIT C)

B. Paragraph I.C. Services and Reimbursement Methodology is amended to read:

Service	Total Unit Cost	Federal & State Negotiated Unit Costs	Units	Persons
Congregate Meals	\$5.20764	\$ 3.68852	38,253	700
Home Delivered Meals	\$5.86920	\$ 2.55995	69,860	300
Transportation	\$6.99205	\$4.65727	15,216	205
Homemaker/Housekeeping	\$	\$		
Case Management	\$	\$		
CG – Respite Care	\$,	\$,		

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. 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/Contractor

Donald Holliday
Signature

Donald Holliday
Printed/Typed Name of Signatory

5-2-2012
Date

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

Tim Armer
Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

4/12/12
Date

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

GRANTEE: Valencia County		APPROVED BUDGET PERIOD				Grant/Action		NGA DATE	
ADDRESS:		FROM: 7/1/2011				New/Cont: <input checked="" type="checkbox"/>		4.1.12	
PHONE:		TO: 6/30/2012				Revision: <input checked="" type="checkbox"/>			
						BAR: <input type="checkbox"/>			
						Other: <input type="checkbox"/>			
DESCRIPTION		FEDERAL	STATE	LOCAL		PROJ. INC.		TOTAL	
Title IIIB	Access	\$ 42,540	\$ 28,325	\$ 33,126	\$ -	\$ 2,400		\$ 106,391	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	Community All Other	\$ -		\$ -	\$ -	\$ -		\$ -	
	Subtotal	\$ 42,540	\$ 28,325	\$ 33,126	\$ -	\$ 2,400		\$ 106,391	
Title IIIC1	Meal Costs	\$ 76,295	\$ 64,802	\$ 38,105	\$ -	\$ 20,006		\$ 199,208	
	Subtotal	\$ 76,295	\$ 64,802	\$ 38,105	\$ -	\$ 20,006		\$ 199,208	
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	\$ 28,325	\$ 33,126	\$ -	\$ 2,400		\$ 106,391	
	Title IIIC1	\$ 76,295	\$ 64,802	\$ 38,105	\$ -	\$ 20,006		\$ 199,208	
	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	\$ 250,251	\$ 276,500	\$ -	\$ 48,321		\$ 715,621	
COMPUTATION OF GRANT									
1.EstimatedTotal Cost.....		\$ 715,621		8.Federal/State Shares will be comprised of:					
2.LESS Anticipated Proj. Inc.		\$ 48,321		a.Federal/State					
3.Estimated Net Cost.....		\$ 667,300		FY 20 ____ Federal					
				grant unearned State					
				in previous project year(s)					
4.Non-federal and Non-state				b. Carry Over					
Share of Net Cost.....				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....		\$ 250,251		c. New Obligational					
				FY- Federal					
				Authority Herein Awarded State					
				\$ -					
				\$ 11,344					

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

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

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

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

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

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

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Tim Armer 4/12/12

Signature:
Tim Armer, Executive Director

Date:

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

Signature: *Paul Hulen*

Date: 5-2-2012

Signature:

Date:



PO Box 5115, Santa Fe, New Mexico 87502

MEMORANDUM

To: Contractor/Vendor

From: Nancy M. Arias, AAA Assistant Director

Date: April 1, 2012

Re: Vendor Agreement/Contract Amendment

Enclosed you will find two signed Contract Amendment and Notification of Grant Awards for fiscal year 2011/2012. Please ensure both contracts and notification of grant award documents are signed by the appropriate individual(s). Keep one set for your records and return one for full execution to:

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

The purpose of the Amendment:

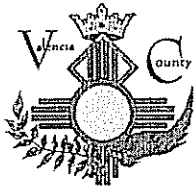
- ☐ is to exchange State funds for NSIP funds
- ☐ is to adjust Local funds according to Letter of Commitment
- ☐ is a result of Recalculation of Service Cost submitted to Non-Metro AAA
- ☒ is a result of Recalculation of Service Cost and/or change to Units of Service as determined by review of financial and performance information submitted to Non-Metro AAA.
- ☒ is to reduce or increase Federal and/or State funds

You will also find enclosed a copy of the Amended Summary of Budgeted Revenues for your records.

Please do not hesitate to call me at 505-476-0106 or 1-866-699-4927 if you have questions.

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Ruben Chavez

Individual Making Request: Jose Compos

Presentation at Meeting on: May 2, 2012

Date Submitted: April 23, 2012

Title of Request: Amendment to Area Agency on Aging Vendor Agreement

Action Requested of Commission:

Consideration of an amendment to the Vendor Agreement for the purpose of increasing the State portion of the program funding contribution by AAA to the Older American Program: Contract # 2011-12 60028

Information Background and Rationale

The Older American Program was awarded an increase to the allocation provided by the State. of The original agreement was for \$379,456 the new agreement is for \$390,800 a \$11,344 increase over our initial agreements. This increase in funds will greatly assist the program in meeting its increasing needs.

What is the Financial Impact of this Request?

There are no matching funds required by the County. These addition funds will assist in meeting our rising cost in providing meals to seniors.

Staff Comments

Legal: Approved as to form. AN

Finance:

This agreement has a positive impact on our Budget. CC

**AMENDMENT NUMBER FOUR (4)
AGREEMENT**

This is the fourth Amendment to Agreement No. 11-690-13020 between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor."

PURPOSE OF AMENDMENT

1. **Extend the term** of contract through December 31, 2012.
2. **Increase compensation** for FY13 by \$28,750.00 for a new contract total of \$116,250.00.
3. **Revise Third Revised Attachment 2-Budget** to reflect the increase in budget.

CHANGES TO AGREEMENT

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

I. Period of Agreement

This Agreement shall become effective when signed by both parties, and shall terminate on December 31, 2012, unless terminated pursuant to Article VI, infra.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred sixteen thousand, two hundred fifty dollars (**\$116,250.00**). The annual budget is attached hereto as "**Fourth Revised Attachment 2 - Budget**" and incorporated herein by reference.

Fourth Revised Attachment 2 - Budget is attached and incorporated into the Contract Amendment.

All remaining sections and exhibits in Contract No. 11-690-13020 shall remain in effect and are not altered by this Amendment.

(EXHIBIT D)

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

Contractor, Valencia County

Daniel H. Hellyer
Authorized Signatory

Date: May 2, 2012

Chairman
Printed Title of Authorized Signatory

Adam R. H. Hellyer
Legal Counsel, Contractor

Date: May 2, 2012

Agency, Children, Youth and Families Department

Secretary or Designee, Agency

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

Fourth Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
Professional Services:	
Contracting Agency for Assessment Study:	
➤ Reception Assessment Center RAC	\$0.00
➤ Continuum Coordinator supervising community assessment and program development.	\$25,000.00
Increase amended amount for FY 2012 (July 1, 2011-Sept. 30, 2011)	\$7,500.00
Increase amended amount for FY 2012 (Oct. 1, 2011-June 30, 2012)	\$50,000.00
Increase amended amount for FY2013 (July 1, 2012-Dec. 31, 2012)	\$28,750.00
*Travel:	
Mileage and per Diem	\$ 3,000.00
Miscellaneous expenses:	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
Rent	\$ 0.00
Training	\$ 0.00
TOTAL Budget	\$116,250.00

The total amount of this contract shall not exceed \$116,250.00, including gross receipt taxes.

Valencia County agrees that expenditures will not deviate from the project budget without prior written approval from the designated Agency's program manager. Funds may be moved between individual line items in the budget with written pre-approval by the Agency's Program Manager. Initiate a pre-approval by submitting a Budget Adjustment Request to the Agency's Program Manager.

* Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Federal Funding Source:

Grant Name: JABG Federal Grant
Grant Number: 2009-JB-FX-0020
CFDA Number: 16.523
Award Year: 2009
DUNS #: 788-20-3081

LEASE AGREEMENT
#VCL-FY12-503

This Lease Agreement is made on this 2nd day of May, 2012 by and between SATELLITE TRACKING OF PEOPLE LLC ("Lessor") and Valencia County ("Lessee").

In consideration of the mutual promises contained herein and the receipt of other good and valuable considerations, the parties agree as follows:

Scope of Work:

- Lessee desires to have the ability to electronically monitor certain individuals.
- Lessor desires to lease to Lessee certain equipment and services as set forth in Exhibit A.
- Title to all leased equipment shall remain with Lessor. Lessee is not purchasing any of the equipment set forth in Exhibit A. Instead, such equipment is being leased by Lessee solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individuals").
- Lessee will promptly return all leased equipment to Lessor upon expiration of the lease term in its original condition, reasonable wear and tear excepted.

Agreement Term and Renewal: This Agreement shall begin on the Effective Date defined above and shall continue for the period of one (1) year, during which time Lessor provides the services set forth in Exhibit A, unless terminated or renewed as provided herein ("Initial Term"). This Agreement shall automatically extend for each subsequent year for a total of four years, unless otherwise terminated as provided herein. 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. 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.

Payment: Lessor will provide Lessee with monthly invoices in accordance with Exhibit A. Lessor invoices are due and payable in full when presented. Lessee is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder.

Shipping: Unless otherwise agree to by Lessor, shipping of equipment will be done in accordance with Lessor's standard shipping terms of 2nd day delivery processed the day following receipt of the order. Lessor is responsible for paying for the cost associated with the shipping of leased equipment to and from Lessee's designated delivery location. Lessor will pay shipping costs for faulty equipment returned for repair and replacement.

Lessee's Obligations: In addition to any obligations and responsibilities otherwise noted herein, Lessee understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Individuals, including but not limited to monitoring, (b) designating the monitoring level for all Individuals monitored with the leased equipment, (c) identifying and making available Lessee staff during the term of this Agreement, (d) establish alert notification protocols and parameters.

Proprietary Property: Title to any Intellectual Property, leased equipment, including its replacements, and all components of such equipment and replacements, including any software, shall not pass to Lessee as a result of this Agreement. Leased equipment may only be serviced and/or repaired by Lessor. As an attribute of the equipment lease and for only so long as such lease is not terminated or expired, Lessor grants to Lessee a personal, non-exclusive, and non-transferable license under certain U.S. Patents and other intellectual property rights, hereinafter "INTELLECTUAL PROPERTY," that Lessor has the right to license, such INTELLECTUAL PROPERTY pertaining to the leased equipment, including any software, and the intended use of such leased equipment. This license shall only extend to Lessee's use of the leased equipment as specified herein and for no other purpose. This license shall also extend only to that equipment whose lease from Lessor has not terminated or expired. Notwithstanding any provision herein to the contrary, this license shall not be assignable or transferable by Lessee. In consideration of this license and as a requirement of the lease, Lessee agrees that it will not decompile, disassemble or otherwise reverse engineer the leased equipment, including any software, or cause or allow others to do so. Lessee will not modify, or cause or allow others, to modify the leased equipment and software, without the prior written consent of Lessor. Lessor or a professional audit firm selected by Lessor shall have the right, at Lessor's expense, to enter Lessee's premises during times and dates reasonably agreed upon by Lessee and Lessor, and make a reasonable examination of Lessee's records, the leased equipment and other things as may be necessary to verify that Lessee is abiding by the terms and conditions of this Agreement.

Non-Infringement of Intellectual Property: Lessor warrants that neither the products, processes, computer software, software modules, media, documentation and other materials provided to Lessee under this Agreement will infringe or constitute an infringement of any U.S. copyright, U.S. patent, U.S. trademark or other proprietary right of a third party. Should any such items become the subject of an infringement claim or suit, Lessor may obtain for Lessee the right to continue using such items or may replace or modify them to make them non-infringing. If Lessor, in its sole discretion, does not believe that either of these alternatives is reasonable, Lessor may require Lessee to stop using such items and Lessee agrees to immediately cease all infringing use.

Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary

(EXHIBIT E)

1

BOOK 072

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Lessor Initials GN Lessee Initials DM

information means confidential materials, documents, data and other information which Lessor or Lessee has designated or marked as proprietary and confidential. Neither Lessor nor Lessee will be required to protect proprietary information, which is or becomes publicly available, (other than as a result of a breach of this Agreement) is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

Warranties, Disclaimers and Indemnification: Lessee is entitled to any warranties on leased equipment provided by the manufacturer of such equipment and which can be assigned to Lessee. Lessor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will Lessor be liable for any direct, indirect, special, consequential or incidental damages in connection with or arising out of the providing, performance or use of the products or services provided under this Agreement. Lessee acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any individual from committing any harmful, tortuous, or illegal acts. Lessee further acknowledges that it may be possible for an individual to remove the equipment by unauthorized means, and that Lessor expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by the individual. In no event does Lessor assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services. The parties hereto shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure. For purposes of this Section, Force Majeure shall mean any event beyond the reasonable control of the parties, including, without limitation, failures of computers, computer-related equipment, hardware or software, network service coverage, fire, flood, riots, strikes, epidemics, war (declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes and governmental actions or decrees.

Notwithstanding anything to the contrary in this Agreement, Lessor will reimburse Lessee for reasonable costs from a final judgment in a court of law ruling the damage was proximately caused by Lessor's equipment. The Lessor shall defend, indemnify and hold harmless the County 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 Lessor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Lessor resulting in injury or damage to persons or property during the time when the Lessor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

Miscellaneous Provisions: Continued Performance: When this Agreement terminates, both Parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential proprietary information. **Breach and Non-payment Termination:** In the event a breach of this Agreement occurs by Lessee by any reason, including non-payment, then Lessor shall notify Lessee who shall then have fifteen (15) calendar days to cure said breach. In the event of a failure to cure, Lessor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon twenty-four (24) hours notice. The occurrence of any of the following events shall constitute an Event of Default or Breach under this Agreement: (i) Either Party fails to comply with any other term, condition or covenant contained in this Agreement and does not cure that failure as specified herein; (ii) A petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, (iii) Either Party is dissolved, liquidated or terminated, or either Party ceases its ongoing business operations, sales activity of Support Services, without prior written consent of the other Party, (iv) Any act or omission of either Party, which adversely affects the reputation of the other; (v) The passage of any legislation which would impair or jeopardize the ability of Lessor to maintain Lessor's proprietary rights in the Intellectual Property for the products and services covered by this Agreement. **Venue:** This Agreement shall be governed, interpreted and construed under the laws of the State of New Mexico. The venue for any action arising under this Agreement will lie in the Thirteenth Judicial District Court in Valencia County, New Mexico. **No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Lessor, Lessee and their permitted affiliates and assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. **Successors:** this Agreement shall be binding upon the respective successors, affiliates and assigns of the parties. **Modifications and Waivers:** Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. **Entire Agreement:** This Agreement sets forth the full understanding between the parties and may only be changed in writing, dully executed by both Parties. **Acknowledgement:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

Indemnification The Lessor shall defend, indemnify and hold harmless the County 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 Lessor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Lessor resulting in injury or damage to persons or property during the time when the Lessor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

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.

Release. Lessor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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.

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

Exhibit A attached is made a part of this Agreement as if fully included in the text.

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

Lessor:

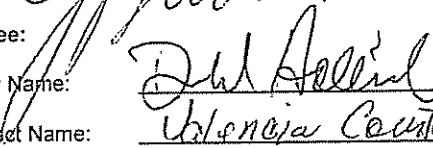
Satellite Tracking Of People LLC

Name: Greg Utterback

Title: Chief Development Officer

Signature: 

Lessee:

Entity Name: 

Contact Name: Valencia County

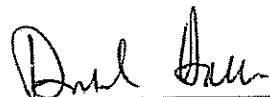
Address: _____

Contact Tel: _____

Signature: _____

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 21st day of May, 2012.



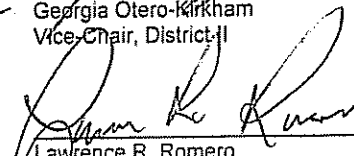
Donald E. Holliday
Chair, District V



Georgia Otero-Kirkham
Vice Chair, District II



Mary J. Andersen
Commissioner, District I

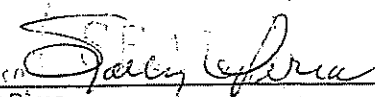


Lawrence R. Romero
Commissioner, District III



Ron Gentry
Commissioner, District IV

Attest:



Sally Perea
Valencia County Clerk

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Lessor Initials  Lessee Initials 

EXHIBIT A

Unit Pricing

Category	Volume Tiers	Price
Radio Frequency – Landline	1 +	\$1.75/day/unit
Radio Frequency – Cellular	1 +	\$2.60/day/unit
Passive GPS	1 +	\$4.00/day/unit
Hybrid GPS	1 +	\$4.95/day/unit
Active GPS	1+	\$5.25/day/unit
BluHome	1+	No Charge
BluBox	1+	No Charge
BluScan	1 +	No Charge

Lessor Initials AL Lessee Initials DL

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or LESSEE, or if the unit is lost, the LESSEE will reimburse LESSOR based on the Replacement Cost listed below. In lieu of LESSEE paying for lost/damaged units, LESSEE may elect below to purchase insurance at the per diem noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, LESSEE shall use its best efforts to recover all units on behalf of LESSOR. LESSOR may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

- Insurance Cost — Additional \$.50 per BluTag unit per day.
 — Additional \$.25 per BluBand unit per day.
 — Insurance is not available for accessories, including BluHome, BluBox, BluFone, or BluScan.

Electing Insurance Coverage (must check one): ___ Yes ___X___ No

Replacement Cost

Part	Description	Quantity	Replacement Cost
1	BluTag® Unit	1	\$ 500 ¹
2	BluHome® Unit (if applicable)	1	\$ 350 ¹
3	BluBox® (if applicable)	1	\$ 200 ¹
4	BluFone® (if applicable)	1	\$ 200 ¹
5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	\$ 10
6	Charging Coupler for BluTag®	1	\$ 25
7	BluScan® (if applicable)	1	\$ 350
8	BluBand ®	1	\$ 125
9	Installation Kit	1	\$ 25

Notes: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

Lessor Initials Lessee Initials

**Juvenile Adjudication Fund Grant Program
Application Cover Sheet
Local Government Division - DFA**

Date of Application: _____

Application Number: _____

(DFA use only)

Contact Person or Project Director:

Contact Name: Tasa Stromei
 Name of agency or organization: Youth Development, Inc.
 Address: 428 S. Los Lentes
 City, State, Zip: Los Lunas, NM 87031
 Telephone: 505-352-3483
 E-Mail: YDI@valenciacounty.org
 Fax: 505-866-7422

Fiscal Agent:

Contact Name: Bruce Swingle
 Name of Fiscal Agent: Valencia County Gov.
 Mailing Address: P.O. Box 1119
 City, State, Zip: Los Lunas, N.M. 87031
 Telephone: 505-866-2436
 E-Mail: Bruce.Swingle@valenciacounty.org
 Fax: 505-866-3355

Proposal Information**Project Summary (Please give 2-3 sentence summary of request):**

YDI-Valencia Division is submitting a proposal for funding from the Juvenile adjudication fund grant program to manage the YDI-Valencia County Teen Court. Funding will be for 10% of 1 FTE YDI Staff time to manage and oversee the project and 1 half time YDI Staff position to coordinate the Teen Court project with Valencia County Government being the fiscal agent. Funds will also be used for volunteer background checks, supplies, training, and contractual services. YDI is working collaboratively with JPPO, schools, community leaders, Law Enforcement and both private and public sectors of the community to administer YDI-Valencia Teen Court effectively.

Population served: Valencia County
 Geographic area(s) served: Valencia County

Budget

Dollar amount requested: \$25,000.00
 Match (cash and/or in-kind): \$4,600
 Total project budget: 29,600.00

Authorization

I authorize the applicant to submit this application for funding from the State of New Mexico. To the best of my knowledge, the information presented in the application is true and correct.

Name of chief official: Bruce Swingle

Signature and date: Bruce Swingle 4/24/12

Name of project representative: Kathy Chavez

Signature and date: Kathy Chavez 4-29-12

(EXHIBIT F)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 2012-18
DELEGATION OF AUTHORITY TO THE COUNTY MANAGER TO ENTER INTO
CERTAIN CONTRACTS AND SETTLEMENT AGREEMENTS

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, May 2, 2012 at 9:30 a.m. in the Valencia County Administration Building 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978 Section 4-38-19 (B) (1973) provides that, “[a] board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;” and,

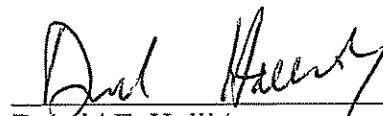
WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by the County of Valencia; and,

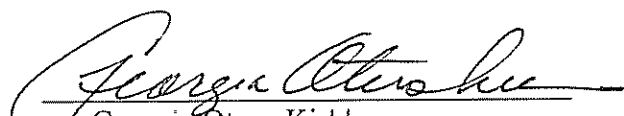
WHEREAS, the Board of County Commissioners promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the County with its adoption of Resolution 2005-68- Policy Number 401-01-4.

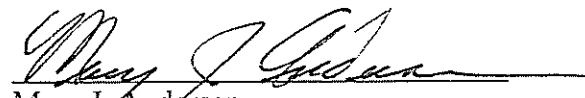
NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Valencia County:

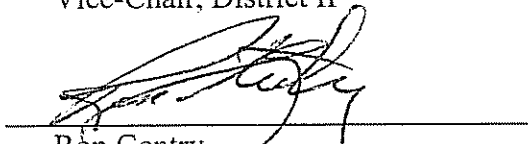
1. The authority to enter into contracts, for amounts of Ten-Thousand Dollars (\$10,000.00) or less, for the procurement of items of tangible personal property, services and construction is delegated to the Valencia County Manager.
2. The authority to enter into legal settlement agreements for amounts of Ten-Thousand Dollars (\$10,000.00) or less is delegated to the Valencia County Manager.
3. All procurement shall be made pursuant to Resolution 2005-68 and the New Mexico Procurement Code NMSA 1978 Sections 13-1-28 *et. seq.*
4. To be effective, any contract or settlement agreement entered into pursuant to this resolution shall be signed by the Valencia County Manager & the Valencia County Finance Director.
5. Any contract or settlement agreement entered into pursuant to this resolution shall be delivered for review to the Board at its next regular meeting after the date of execution. (EXHIBIT G)

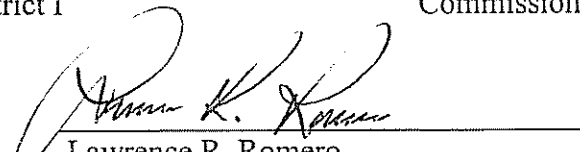
APPROVED, ADOPTED, AND PASSED on this 2nd day of May, 2012.


Donald E. Holliday,
Chairman, District V


Georgia Otero-Kirkham,
Vice-Chair, District II

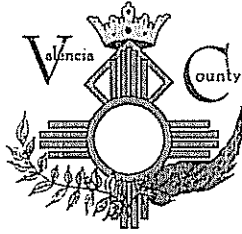

Mary J. Andersen
Commissioner, District I


Ron Gentry
Commissioner, District IV


Lawrence R. Romero
Commissioner, District III

Attest:


Sally Perea, County Clerk



VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: County Commission

Individual Making Request: County Commission

Presentation at Meeting on: May 2, 2012

Date Submitted: April 25, 2012

Title of Request: Resolution 2012-____ Delegation of Authority

Action Requested of Commission:

Consideration of Resolution 2012-____ Delegation of Authority to the County Manager to enter into Certain Contracts and Settlement Agreements

Information Background and Rationale:

What is the Financial Impact of this Request?

Staff Comments:

Legal:

The Board of County Commissioners is statutorily permitted to employ a County Manager to facilitate in the administration of the business of the Board. See NMSA 1978, § 4-38-19 (1973) ("A board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities."). This Resolution details the scope and parameter of the delegation of authority to the County Manager. The amounts and scope of delegation provided therein are place markers, and we would encourage discussion and revision by the Board. D.P.

Finance:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Appealing the Planning &
Zoning Administrator's Decision to deny a
request for a Verification of Non
Conformance within a Rural Residential
Zone, Valencia County, New Mexico,
Application by Edward Chavez

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on April 17, 2012, and was held pursuant to the Edward Chavez's Application to Appeal the Planning & Zoning (P&Z) Administrator's Decision to deny a request for a Verification of a Non-Conforming Use within a Rural Residential-2 Zone on the property commonly described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002.

The Board, having considered the documents in the record before it, testimony of staff, applicants and members of the public, and argument by the parties and/or their legal representatives, **FINDS:**

Findings of Fact

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on April 10, 2012, at which the final hearing of the Application to Appeal the P&Z Administrator Decision was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The property for which the Verification of a Non-Conforming Use is requested has a Rural Residential (RR-2) zoning designation.
3. The application is to appeal the P&Z Administrator's decision to deny a request for a Verification of a Non-Conforming Use to all allow for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002.
4. Mr. Chavez's original application was a request for approval of a Verification of a Non-Conforming Use.
5. The subject property is located in a Rural Residential (RR-2) Zoning Designation.
6. On February 14, 2012, the Planning and Zoning administrator denied the request for a verification of a non-conforming use.

(EXHIBIT H)

7. On February 28, 2012, Mr. Edward Chavez filed an appeal of the Type A administrative decision.
8. Edward Chavez resides at 1 Eddie Lane, Belen, NM 87002.
9. The appellant tendered testimony that there was an issuance of state of a New Mexico taxation and revenue department identification number to Edward Chavez at 1 Eddie Lane in Belen, NM on February 10, 1988.
10. The appellant additionally testified that there was an issuance of a Business License of Valencia County to Edward Chavez at 1 Eddie Lane, Belen, NM on July 2, 1998. Subsequent licenses were renewed for each year thereafter.
11. The appellant additionally provided an affidavit of Mr. Earl Gleason stating that Edward Chavez started storing crusher fine rock piles on his ten acre alfalfa field south of 1 Eddie Lane and started the sand and gravel business on approximately October 14, 2000.
12. The appellant additionally provided evidence of a deposition of Mr. Earl Gleason stating that Mr. Chavez was in the gravel business commencing in 2001.
13. The appellant additionally provided evidence of a receipt and copy of check of Mr. Earl Gleason dated April 24, 2001 evidencing date on which he purchased gravel products from Edward Chavez business.
14. Jason De Rousseau, General Manager of Rio Grande Landscape, testified that they have been purchasing rock and gravel from Mr. Chavez at this location since 2001.
15. Chris Diaz, owner of Diaz Landscape, testified that he has been doing business with Mr. Chavez since 1997 or 1998.
16. Ryan Gross, owner of PG Enterprises, testified that he has been doing business with Mr. Chavez for over ten years.
17. The Board, having considered the factors detailed in Section 154.062(E)(2) of the Zoning Ordinance, and absent objection from the Appellee, held a de novo hearing on the appeal of the P&Z decision to conditionally approve the facility on April 10, 2012.
18. The findings made by the Board are each independent reasons for the decision of the Board in denying the appeal request.

Conclusions of Law

The following conclusions of law are cumulative, but are severable and independent of each other.

A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).

B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).

C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.

D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).

E. Section 154.062 (C) (1) (c) of the Valencia County Zoning Ordinance details the requirements for standing, which is required to appeal a decision of the Planning and Zoning Commission.

F. Section 154.062 (C)(1)(c) requires that the appellant be “entitled by this chapter to notice of hearing prior to decision appealed; or is aggrieved or has interests adversely affected by the decision.”

G. Appellant Edward Chavez has standing to appeal the decision of the Planning and Zoning Commission as the appellant meets the criteria detailed in Section 154.062(C)(1)(c).

I. Pursuant to Section 154.059(2) “[t]his section allows non-conforming uses and structures to be continued, altered, restored or replaced subject to satisfaction of the review criteria specified in division (C) below. Nothing contained in this chapter shall require any change in the plans, construction or designated use of any structure for which a building permit was issued and actual construction commenced prior to the date of adoption of this chapter or any amendments thereto. No alteration of a non-conforming use shall be permitted except in compliance with the provisions of this section.”

J. Pursuant to Section 154.059(C)(2)(c) “[a] request to verify that a use or structure is legally non-conforming pursuant to this section may be approved by the Department, subject to the Type A application procedure set forth in § 154.075, and provided that the applicant submits evidence of the following: 1) The nature and extent of the use for at least 10 years from the adoption of this chapter prior to the date of application for verification of non-conformity; 2) The use or structure was in existence at least 10 years prior to the date the application for verification of non-conformity is submitted; and 3) the use has continued uninterrupted, or the structure has been occupied continuously, for at least 10 years prior to the date the application for verification of non-conformity is submitted.”

K. For the purposes of the application for a certificate of non-conforming use, the appellant has provided sufficient evidence of the nature and extent of use of the subject property over the period of ten years from the adoption of the zoning ordinance prior to the date of application for verification of non-conformity.

L. For the purposes of the application for a certificate of non-conforming use, the appellant has provided sufficient evidence that the use was in existence at least 10 years prior to the date of the application.

M. For the purposes of the application for a certificate of non-conforming use, the appellant has provided sufficient evidence that the use has continued uninterrupted for at least 10 years prior to the date of the application.

Decision

IT IS THEREFORE ORDERED that the P&Z Administrator's decision to deny a request for a Verification of a Non-Conforming Use for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, also known as 1 Eddie Lane, Belen, NM 87002 is hereby reversed, and applicant's request for a verification of a non-conforming use for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002 is hereby granted.

Reference to Document: (APL12_001) Appeal made by applicant Edward Chavez.

Approved and passed 2nd of May 2012, by the Board of County Commissioners of Valencia County.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

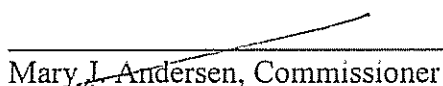
P.O. Box 1119 / 444 Luna Ave
Los Lunas, NM 87031



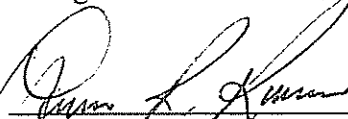
Donald E. Holliday, Chair



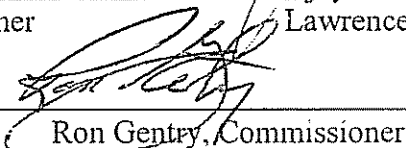
Georgia Otero-Kirkham, Vice-Chair



Mary L. Andersen, Commissioner

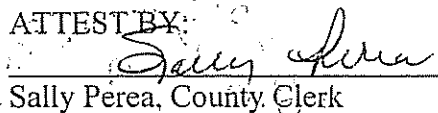


Lawrence R. Romero, Commissioner



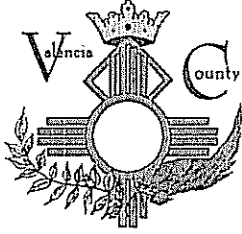
Ron Gentry, Commissioner

ATTEST BY:



Sally Perea, County Clerk

Date: May 3, 2012



VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Presenter: Jacobo Martinez

Individual Making Request: Jacobo Martinez

Presentation at Meeting on: May 2, 2012

Date Submitted: April 23, 2012

Title of Request: Findings of Facts and Conclusion of Law

Action Requested of Commission:

Consideration to adopt the findings of facts and conclusions of law concerning a Verification of a Non-Conforming Use for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, also known as 1 Eddie Lane, Belen, NM 87002.

Information Background and Rationale:

Decision

IT IS THEREFORE ORDERED that the P&Z Administrator's decision to deny a request for is hereby reversed, and applicant's request for a verification of a non-conforming use for the storage and sale of fill dirt and gravel products on the property described as T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002 is hereby granted.

Legal:

T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, also known as 1 Eddie Lane, Belen, NM 87002

MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT is entered into between the City of Belen and Valencia County.

- I. Purpose
The purpose of this agreement is to provide financial support of the Summer Recreation Program, for the benefit of the children and youth of the City of Belen and Valencia County to be conducted through the uses of public parks, recreation programs, playgrounds, and other recreational facilities owed or operated and located within their respective jurisdiction of the parties.

- II. Parties Agree that:
 - A. The parties shall contribute the following sums to the program to support the hiring of recreation leaders and aids or other necessary personnel and to pay for attendant program costs:

Party	Amount
County of	\$3,000
Valencia	

Dates of payments to the City of Belen, all of contribution payable on/or before May 30, 2012.

- B. The City of Belen is hereby designated to be the entity to Administer or execute the Memorandum of Understanding. The City of Belen shall possess the common powers specified or necessarily implied in the Agreement and may exercise such in accordance with State and Federal Law.

The administering agent shall be responsible for selection and supervision of all personnel subject to this memorandum.

 - C. Each Party Shall keep and maintain the facilities owned or operated by it in a reasonable state of repair and preservation, and shall not suffer or permit any continuing nuisance therein. The respective parties shall pay for all necessary utilities to such facilities used in the program and will hold other parties to this agreement harmless there from.

(EXHIBIT I)

- D. The City of Belen is designated as the fiscal agent hereafter. The fiscal shall be strictly accountable for all receipts and disbursements under the agreement.
- E. This agreement may be terminated by any of the parties, by written notice to other parties, up to thirty (30) days prior to the intended termination date. By such termination, no party may escape obligations incurred for performance prior to the date of termination.
- F. This agreement incorporates all of the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements, and understanding have been merged into this written agreement. No prior agreements or understandings, verbal or otherwise of the parties or their agents shall become valid or enforceable unless embodied in this agreement.
- G. This Agreement shall not be altered, changed or amended except by the instrument in writing and executed by the parties hereto.
- H. No party shall be responsible for liability incurred as a result of the other parties' acts or omissions in connection with the Agreement. Any liability in connection with the agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1 et. Seq., NMSA 1978 amended.

IN WITNESS THEREOF, the understanding City of Belen and Valencia County have caused this agreement to be executed by their respective officers.

By: Mary Lucy Bae City Manager 4-11-12
City Manager Title Date

By: Daryl Hellyer Chair 5-2-2012
Valencia County Title Date



Rudy Jaramillo
Mayor
Lucy Baca
City Manager

CITY OF BELEN
100 South Main Street
Belen, NM 87002
(505) 966-2732

Mary Aragon
Mayor ProTem
David Carter
City Councilor
Jerah R. Cordova
City Councilor
Wayne Gallegos
City Councilor

Memorandum

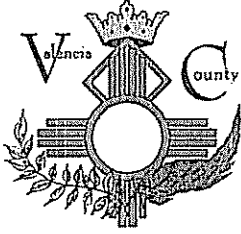
Date: April 11, 2012

To: Valencia county
County Manager
PO Box 1119
Los Lunas, NM 87031

From: Lucy Baca, Interim City Manager

RE: MOU between The City of Belen and Valencia County
Summer Recreation Program

Please find attached a fully 2 copies of the above referenced MOU signed by the City of Belen. Please return a fully executed copy to me when it is available.



VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Christina Card
Individual Making Request: Christina Card
Presentation at Meeting on: May 2, 2012
Date Submitted: April 27, 2012
Title of Request: MOU between City of Belen and Valencia County

Action Requested of Commission:

Request approval of Memorandum of Understanding to provide financial support for the Summer Recreation Program in the City of Belen.

Information Background and Rationale:

The purpose of this agreement is to provide financial support of the Summer Recreation Program for the benefit of the children and youth of the City of Belen.

What is the Financial Impact of this Request?

Valencia County will contribute \$3,000 to the Summer Recreation Program.

Staff Comments:

Legal:

Approved as to form. D.P.

Finance:

Funds are budgeted for this program.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into between the Village of Bosque Farms and Valencia County.

I. PURPOSE:

The purpose of this agreement is to provide financial support for the Summer Recreation Program, for the benefit of the children and youth of the Los Lunas School District, Village of Bosque Farms, Town of Peralta and Valencia County to be conducted through the use of public parks, playgrounds and other recreational facilities owned, operated and located within the Village of Bosque Farms.

II. PARTIES AGREE THAT:

A. The parties shall contribute the following sums of money to the program to support the hiring of recreation leaders and aids or other necessary personnel and to pay for attendant program costs:

Village of Bosque Farms	\$8,741.00
Valencia County	\$3,000.00

Payment of all contributions to the Village of Bosque Farms will be on or before May 30, 2012.

B. The Village of Bosque Farms is hereby designated to be the entity to administer or execute the Memorandum of Understanding. The Village of Bosque Farms shall possess the common powers specified or necessarily implied in the Agreement and may exercise such in accordance with State and Federal Law.

The Administering Agent shall be responsible for selection and supervision of all personnel subject to this memorandum.

C. The Village of Bosque Farms shall keep and maintain the facilities owned or operated by it in a reasonable state of repair and preservation and shall not suffer or permit any continuing nuisance therein. The Village of Bosque Farms shall pay for all necessary utilities to such facilities used in the program and will hold other parties to this agreement harmless therefrom.

D. The Village of Bosque Farms is designated as the fiscal agent hereafter. The fiscal agent shall be strictly accountable for all receipts and disbursements under the Agreement.

(EXHIBIT J)

E. This Agreement may be terminated by either party by written notice to the other, up to thirty (30) days prior to the intended termination date. By such termination, no party may escape obligations incurred for performance prior to the date of termination.

F. This Agreement incorporates all of 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 agreements of understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

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

H. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act, sections 41-4-1 et. Seq., NMSA 1978, as amended.

IN WITNESS, WHEREOF, the undersigned Village of Bosque Farms and Valencia County have caused this Agreement to be executed by their respective officers.

BY: *Gayle C. Jones* *Clerk/Treas.* *4/17/12*
Village of Bosque Farms Title Date

BY: *Dan Halladay* *Officer* *5-2-2012*
Valencia County Title Date

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
April 06, 2012 covering payroll process on the above date.

Direct Deposit Check 24614 thru direct deposit check# 24810 inclusive.

Deduction Check# 112867 thru deduction check# 112903 inclusive.

Payroll Check # 92169 thru payroll check # 92238 inclusive.

Listing total \$ 386,226.77

All have been reviewed for:

1. Appropriate documentation and approvals
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

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

Recommended:

Christina Card

Christina Card, Finance Administrator

Done this 18th day of April, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Georgia Otero Kirkham

Georgia Otero Kirkham, Vice Chair

Mary J. Andersen

Mary Andersen, Commissioner

Ron Gentry

Ron Gentry, Commissioner

Lawrence Romero

Lawrence Romero, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT K)

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 April 17, 2012 covering vendor bills processed on the above date.
Check # 112969 to 113048 inclusive, for the total of \$380,421.94.

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:

Christina Carr

Director of Finance

Done this 2nd day of May, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair
Lawrence R. Romero

Lawrence R. Romero, Commissioner
Ron Gentry

Ron Gentry, Commissioner

Georgia Otero-Kirkham

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

Mary J. Andersen, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT L)

Sally Perea
County Clerk

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
April 20, 2012 covering payroll process on the above date.
Direct Deposit Check 24811 thru direct deposit check# 25007 inclusive.
Deduction Check# 113049 thru deduction check# 113079 inclusive.
Payroll Check # 92239 thru payroll check # 92306 inclusive.
Listing total \$ 364,226.99
All have been reviewed for:

1. Appropriate documentation and approvals
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

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

Recommended:

Christina Card
Christina Card, Finance Administrator

Done this 2nd day of May, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday
Donald E. Holliday, Chair

Georgia Otero Kirkham
Georgia Otero Kirkham, Vice Chair

Mary Andersen
Mary Andersen, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT M)

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 April 25, 2012 covering vendor bills processed on the above date.
Check # 113081 to 113172 inclusive, for the total of \$108,392.09.

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:

Christina Card

Director of Finance

Done this 2nd day of May, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair
Lawrence R. Romero

Lawrence R. Romero, Commissioner
Ron [unclear]

Ron [unclear], Commissioner

Georgia Otero-Kirkham

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

Mary J. Andersen, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT N)