

June 6, 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: May 23, 2012 Business Meeting

A handwritten signature in black ink, reading "Donald E. Holliday".

PRESENTATION(S)

- 5) Rio Communities Association – Mark Gwinn

DISCUSSION (Non-Action) ITEM(S)

- 6) Reports from Commissions, Boards & Committees
- 7) Discussion of JPA with City of Belen

ACTION ITEM(S)

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 8) Consideration of Indigent Report / Appeal: **Bruce Swingle / Barbara Baker**

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

- 9) Findings of Facts and Conclusion of Law for a Quasi Judicial Zone Change RR-2 to RR-1: **Jacobo Martinez / Arley and Leroy Sanchez**
- 10) Consideration of Purchase Order to Replace Street Lights on Meadowlake Blvd. and La Ladera: **Jacobo Martinez**
- 11) Approval of Professional Services Agreement VCJJB Continuum Coordinator: **Joe Chavez / Cynthia Ferrari**
- 12) Approval of Professional Services Agreement VCJJB Reception Assessment Services: **Joe Chavez / Cynthia Ferrari**
- 13) Request to Begin Canvass of 2012 Primary Election: **Sally Perea**
- 14) Designation of Members to NMAC Multi-Line and Workers' Compensation Pools: **Bruce Swingle**
- 15) Approval of funds – 2008 State Homeland Security Grant Program for sheltering equipment: **Glenda Chavez**

- 16) Approval of funds – 2011 State Homeland Security Grant Program which will benefit Valencia County Public Works, Detention Center and Village of Los Lunas Police Department: **Glenda Chavez**
- 17) Approval of funds – 2011 State Homeland Security Grant Program for Emergency Management Coordinator: **Glenda Chavez**
- 18) Consideration of Extension of Community Service Monitoring Contract, Los Lunas Magistrate Court: **Larry Augsbury**
- 19) Consideration of Extension of Community Service Monitoring Contract, Belen Magistrate Court: **Larry Augsbury**

FINANCIAL MATTERS:

- 20) 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: **Consideration of Community Services Director Contract; Consideration of Warden Contract** b. pending or threatened litigation: 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.

NEXT COMMISSION MEETING:

- ♦ **June 15, 2012 – Special Meeting (Canvass of Election) @ 9:30 A.M. (no public hearing June 13)**
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.

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

June 6, 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 Holliday at 9:30 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

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

4) Approval of Minutes: May 23, 2012 Business Minutes

Commissioner Andersen requested that the first sentence in the third paragraph on page two be deleted and with that correction Commissioner Andersen moved for approval of the minutes. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

PRESENTATIONS(S)

5) Rio Communities Association – Mark Gwinn

Mr. Gwinn gave a presentation on the Rio Communities Association and Rio Community citizens moving forward to incorporate their community. They are working hard gathering signatures to make this possible and within the next two months will present all the proper information to the commission and hope to get approval at that time. The incorporation will encompass the areas starting at the north side which is Sherrod Blvd., the east bound boundary of Military Road down to Navajo Loop towards Hwy 47 where it will tie into Rio Grande Stable Road and that will run to the river behind Allsups or across to Hwy 47 where it will tie into Sherrod Blvd. Later they can look at other avenues to include other entities they have contacted and are in favor of coming aboard once they have completed this process.

DISCUSSION (Non-Action) ITEM(S)

6) Reports from Commissions, Boards & Committees

County Manager Bruce Swingle introduced the county's new Finance Director Mr. Larry Augsbury and Yvette Tabor Administrative Assistant to the County Manager.

7) Discussion of JPA with City of Belen

Mayor of Belen Rudy Jaramillo and Councilor Jerah Cordova returned with the revised JPA (Joint Powers Agreement) to present to the commission. Councilor Cordova said because of the concerns from the last meeting they now feel they have a good proposal to enable them to move forward. Councilor Cordova presented an overview of the new proposal with an explanation of the revisions.

Commissioner Andersen said we have to keep in mind the county's budget and approving this Joint Powers Agreement as it's currently written would require the county to commit funding for feasibility studies. Perhaps they could issue a request for a proposal to all of the entities who might be interested in building a hospital in Valencia County. If that's done, outline that site available, list the terms already listed in the JPA (Joint Powers Agreement) and get the request for proposal out within the next 2-3 weeks. Most of the people that would be interested in responding to that proposal have already been thinking about it and we could get them to consolidate and maybe get a proposal back within a month after it's issued. Then the consultants, the feasibility studies and the expenditure of county dollars could be eliminated. Commissioner Andersen proposed instructing county administration to do that on a priority basis instead of signing a Joint Powers Agreement that requires hiring a consultant or doing a feasibility study.

Minutes of June 6, 2012 Regular Business Meeting

Commissioner Andersen suggested postponing any action on this Joint Powers Agreement until that proposal comes back.

Councilor Jerah Cordova said the City of Belen is willing to work with the County Commission on a process they determine for moving forward and is willing to help in any way they can.

Commissioner Otero-Kirkham congratulated the City of Belen for stepping up and doing as much as they've done as she knows it's been a cost to the City of Belen.

ACTION ITEMS(S)

BOARD OF COUNTY COMMISSIONER CONVENES AS INDIGENT CLAIMS BOARD

Commissioner Otero-Kirkham motioned to convene as the Indigent Claims Board. Seconded by Chairman Holliday. Motion carried unanimously.

8) Consideration of Indigent Report / Appeal – Bruce Swingle / Barbara Baker

Ms. Baker presented the Indigent Claims from February 2, 2012 – May 24, 2012 and request approval of \$39,918.61.

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

Ms. Baker presented an appeal for Stephanie Alderette in the amount of \$6,720.55 and requested approval of \$3,000.00 to be paid to UNM Health Sciences Center.

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

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Otero-Kirkham moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Romero. Motion carried unanimously.

9) Findings of Facts and Conclusion of Law for a Quasi Judicial Zone Change RR-2 to RR-1 – Jacobo Martinez / Arley and Leroy Sanchez.

Commissioner Romero motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT C)

10) Consideration of Purchase Order to Replace Street Lights on Meadow Lake Blvd. and La Ladera – Jacobo Martinez.

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

11) Approval of Professional Services Agreement VCJJB Continuum Coordinator – Joe Chavez / Cynthia Ferrari.

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

12) Approval of Professional Services Agreement VCJJB Reception Assessment Services – Joe Chavez / Cynthia Ferrari.

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

13) Request to Begin Canvass of 2012 Primary Election –Sally Perea

County Clerk Sally Perea gave a brief Election Day report and thanked her entire staff for all their hard work in putting on a good election. Within three days the Board has to direct the County Clerk's Office to start the canvassing. Ms Perea requested permission to start the canvass and re-convene on June 15, 2012 for the final canvass.

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

14) Designation of Members to NMAC Multi-Line and Worker's Compensation Pools- Bruce Swingle.

County Manager Bruce Swingle said the New Mexico Association of Counties has requested an update on the names of the voting representatives of each county to vote on the multi-line and worker's compensation issues for their general membership. In the past it has been the Business Manager and the HR Director. Mr. Swingle asked that the commission appoint him (Mr. Swingle) and as the alternative Mr. Dan Zoliner to be the representatives from Valencia County.

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

15) Approval of Funds – 2008 State Homeland Security Grant Program for Sheltering Equipment – Glenda Chavez.

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

16) Approval of Funds – 2012 State Homeland Security Grant Program Which Will Benefit Valencia County Public Works, Detention Center and Village of Los Lunas Police Department – Glenda Chavez.

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

17) Approval of Funds – 2011 State Homeland Security Grant Program for Emergency Management Coordinator – Glenda Chavez

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

18) Consideration of Extension of Community Service Monitoring Contract, Los Lunas Magistrate Court – Larry Augsbury.

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

19) Consideration of Extension of Community Service Monitoring Contract, Belen Magistrate Court – Larry Augsbury.

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

FINANCIAL MATTERS:**20) Consideration of Approval – Payroll / Warrants –Christina Card / Larry Augsbury**

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBITS M-P)

PUBLIC COMMENTS:

Those individuals making comments at today's Business Meeting were Valencia County residents Bob Gostischa and Tom Mraz.

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 (h) (2) (7), the following matters may be discussed in closed session: a.) personnel: Consideration of Community Services Director Contract and Consideration of Warden Contract b.) pending or threatened litigation 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 Gentry. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Motion carried 5-0.

Commissioner Gentry moved to go back into Executive Session. Seconded by Commissioner Romero. Motion carried unanimously.

County Attorney Adren Nance stated matters that were discussed in Executive Session were limited to that in the motion for closure which was consideration of the Community Services Director Contract and Consideration of the Warden Employment Contract and no final action was taken.

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

NEXT COMMISSION MEETING:

June 15, 2012–Special Meeting (Canvass of Election) at 3:00 P.M. in the County Commission Room at the Valencia County Courthouse. (No Public Hearing June 13, 2012)

11) Adjournment

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 11:42 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 6, 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

6-27-2012

DATE

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	64684	10641	1,382.70	982.70	400.00
Presbyterian Hospital	001047194-2021	10641	3,232.00	743.36	2,488.64
Living Cross Ambulance	64674	10642	1,368.97	968.97	400.00
Presbyterian Hospital	020782299-2021	10642	4,406.00	1,406.00	3,000.00
Living Cross Ambulance	64274	10643	943.34	543.34	400.00
UNM Health Sciences Center	207397183	10643	85.25	19.60	65.65
UNM Health Sciences Center	207891706	10644	1,410.65	1,110.65	300.00
UNM Health Sciences Center	207991118	10644	730.00	430.00	300.00
UNM Health Sciences Center	208194654	10644	1,603.05	1,303.05	300.00
Presbyterian Hospital	004017117-2008	10644	35,553.20	33,453.20	2,100.00
Living Cross Ambulance	62987	10645	920.73	520.73	400.00
Presbyterian Hospital	020567615-2001	10646	2,648.00	2,648.00	0.00
Presbyterian Hospital	020567615-2002	10646	35,680.00	35,680.00	0.00
Presbyterian Hospital	020780530-2009	10647	42,409.80	42,409.80	0.00
Living Cross Ambulance	61783	10648	1,259.13	1,259.13	0.00
Living Cross Ambulance	62816	10648	1,016.84	1,016.84	0.00
Living Cross Ambulance	62229	10649	1,108.10	708.10	400.00
UNM Health Sciences Center	207162009	10649	42,247.23	39,247.23	3,000.00
TOTALS			178,004.99	164,450.70	13,554.29

(EXHIBIT A)

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	001244321-1360	10650	1,132.00	1,132.00	0.00
Presbyterian Hospital	001244321-2005	10650	1,156.00	1,156.00	0.00
Presbyterian Hospital	001244321-2019	10650	1,156.00	1,156.00	0.00
Living Cross Ambulance	62395	10651	1,217.94	817.94	400.00
Living Cross Ambulance	62828	10651	934.46	534.46	400.00
UNM Health Sciences Center	207189028	10651	2,090.65	549.12	1,541.53
Presbyterian Hospital	000480771-1340	10651	2,011.10	462.63	1,548.47
Living Cross Ambulance	65276	10652	103.38	7.38	96.00
Living Cross Ambulance	64086	10653	948.19	948.19	0.00
Living Cross Ambulance	61712	10654	1,492.54	1,092.54	400.00
UNM Health Sciences Center	206842536	10654	1,285.00	295.55	989.45
Living Cross Ambulance	62807	10655	1,245.40	1,245.40	0.00
Living Cross Ambulance	64294	10656	1,030.59	1,030.59	0.00
UNM Health Sciences Center	205956014	10657	2,164.00	1,964.00	200.00
UNM Health Sciences Center	205998792	10657	706.70	542.45	164.25
Living Cross Ambulance	62703	10658	1,030.57	630.57	400.00
UNM Health Sciences Center	207312026	10658	12,074.20	9,074.20	3,000.00
Living Cross Ambulance	64081	10659	1,382.70	982.70	400.00
TOTALS			33,161.42	23,621.72	9,539.70

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	208250167	10659	2,708.05	622.85	2,085.20
Presbyterian Hospital	02078408-2023	10660	16,153.00	13,153.00	3,000.00
Living Cross Ambulance	64270	10661	1,099.22	1,099.22	0.00
UNM Health Sciences Center	207695792	10662	11,948.97	11,948.97	0.00
Living Cross Ambulance	64705	10663	103.38	103.38	0.00
UNM Health Sciences Center	206903726	10664	8,777.95	8,777.95	0.00
UNM Health Sciences Center	207529074	10664	12,009.86	12,009.86	0.00
UNM Health Sciences Center	208164657	10665	3,475.85	799.44	2,676.41
Presbyterian Medical Group	BL10061360691	10666	107.00	75.43	31.57
UNM Health Sciences Center	207882101	10667	302.00	69.46	232.54
UNM Medical Group	611766	10667	158.00	79.99	78.01
Presbyterian Medical Group	BL10068381220	10668	214.00	160.18	53.82
Presbyterian Medical Group	BL10065337610	10669	321.00	244.21	76.79
Presbyterian Medical Group	BL10062419381	10670	214.00	170.23	43.77
Albuquerque NM Physicans	AN2-000046274	10671	1,187.00	903.19	283.81
Zia Diagnostic Imaging	8481-ZIAD	10671	21.00	5.34	15.66
On Site Radiology	6671	10672	135.80	0.00	135.80
Living Cross Ambulance	65414	10673	1,272.86	872.86	400.00
TOTALS			60,208.94	51,095.56	9,113.38

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

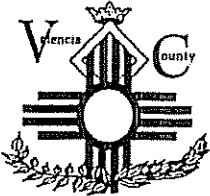
Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Radiology Associates	14228830	10674	30.00	4.07	25.93
Presbyterian Medical Group	BL10065688080	10674	107.00	81.07	25.93
Radiology Associates	15073433	10675	30.00	4.07	25.93
SW Gastroenterology	074066	10676	361.90	227.40	134.50
SW Gastroenterology	074093	10676	170.10	87.48	82.62
UNM Health Sciences Center	202968558	10677	457.00	105.11	351.89
UNM Health Sciences Center	202968558	10677	356.00	81.88	274.12
Living Cross Ambulance	65920	10678	1,272.86	872.86	400.00
Presbyterian Hospital	000730834-2050	10678	34,501.40	31,501.40	3,000.00
Presbyterian Hospital	001347126-1349	10679	165,185.00	165,185.00	0.00
Lovelace Medical Center	651002	10680	3,856.00	886.88	2,969.12
Living Cross Ambulance	63920	10681	1,300.32	1,300.32	0.00
Living Cross Ambulance	63591	10681	1,044.30	1,044.30	0.00
Presbyterian Hospital	001155177-1350	10681	2,737.00	2,737.00	0.00
Presbyterian Hospital	001155177-1352	10681	2,527.00	2,527.00	0.00
Presbyterian Hospital	00155177-1358	10681	150.00	150.00	0.00
Living Cross Ambulance	66964	10682	103.38	103.38	0.00
Living Cross Ambulance	62537	10683	961.92	961.92	0.00
TOTALS			215,151.18	207,861.14	7,290.04



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: June 6, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Stephanie Alderette - Indigent Appeal

Ms. Alderette has requested an Indigent Appeal for the Indigent Denial of February 15, 2012. Ms. Alderette was denied the UNM Health Sciences Center as she did not respond to the letter sent to her. Ms. Alderette stated she did not receive the first letter sent to her, only the denial letter.

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$6,720.55. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of June 6, 2012.

Donald B. Holliday

Donald B. Holliday, Chair

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Mary J. Andersen

Ron Gentry

Ron Gentry

Lawrence R. Romero

Lawrence R. Romero

ATTESTED BY:

Sally Perea

Sally Perea, Valencia County Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from RR-2 to RR-1, Valencia County, New
Mexico, application by Arley and Leroy
Sanchez

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County (“the Board”) on May 23, 2012, and was held pursuant to the Applicant Arley and Leroy Sanchez Application to Amend the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Rural Residential-1 (RR-1) zoning designation on the property commonly described as T6N, R2E, Section 28, Map 89; Tract 82-B-1; Zoned RR-2; Filed in Book 294, Page 2743, of the office of the Valencia County Clerk; Also known as 2779 Highway 47 Los Lunas, NM. 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 May 9, 2010, at which was had the final hearing of the Application to Amend Zoning Maps, 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 zone change is requested has an RR-2 zoning designation, which requires a 2 acre minimum lot size.
3. The application is for an amendment to zoning maps from the RR-2 zoning designation to the RR-1 zoning designation for the property commonly described as T6N, R2E, Section 28, Map 89; Tract 82-B-1; Zoned RR-2; Filed in Book 294, Page 2743, of the office of the Valencia County Clerk; Also known as 2779 Highway 47 Los Lunas, NM.
4. The applicant’s request is for a zone change to RR-1.
5. The Planning and Zoning Commission held a public hearing on March 20, 2012, and voted 5-0 to recommend approval of this request. The Planning and Zoning found:
 - a. The zone change as described by the applicant is appropriate considering the surrounding land use and pattern development in the area.
 - b. The zone change as described by the applicant provides for adequate infrastructure, public utilities, and public services.
 - c. The zone change as described by the applicant is consistent with the comprehensive plan.
6. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
7. The Board of County Commissioners held a Public Hearing on this request on May 9, 2012. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 5-0 to approve this request on May 23, 2012.
8. The findings made by the Board are each independent reasons for the decision of the Board in approving the zone change.

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).

(EXHIBIT C)

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 Singleton v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).

E. Section 154.061(C)(1) of the Zoning Ordinance provides that the proposed zone change should be consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan. The Board's decision herein is consistent with the Comprehensive Plan.

F. The Board takes notice that the Valencia County Comprehensive Land Use Plan of October 7, 2005 ("Comprehensive Plan") is the comprehensive plan applicable to this matter, and was properly adopted according to New Mexico statutory authority.

G. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

H. Land Use and Housing Development Goal B of the Comprehensive Plan encourages the County to "protect and enhance distinctive identities of the unincorporated communities and sub regions within the County."

I. Section 154.061(C)(2) of the Zoning Ordinance provides that "The proposed change [be] appropriate considering...the surrounding land uses, density and pattern of development in the area..." The future land use intended by the Applicant is consistent with the Zoning Ordinance.

J. Section 154.105(A)(1) provides that the "[t]he purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living."

Decision

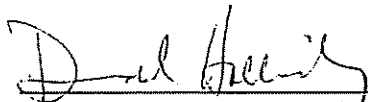
IT IS, THEREFORE, ORDERED that the zone change from RR-1 to RR-2 requested by Arley and Leroy Sanchez. in their Application to Amend the Zoning Map from an RR-2 zoning designation to an RR-1 zoning designation for the property described as T6N, R2E, Section 28, Map 89; Tract 82-B-1; Zoned RR-2; Filed in Book 294, Page 2743, of the office of the Valencia County Clerk; Also known as 2779 Highway 47 Los Lunas, NM., is hereby granted.

Reference to Document: (ZC12_002) Zone Change of Arley and Leroy Sanchez.

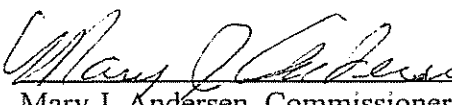
Approved and passed 6th of June 2012, by the Board of County Commissioners of Valencia County.


BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY


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


Donald E. Holliday, Chair

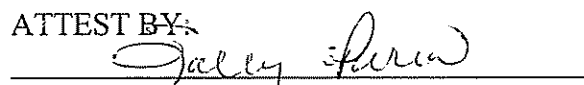

Georgia Otero-Kirkham, Vice-Chair


Mary J. Andersen, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST BY:


Sally Perea, County Clerk

Date: 6-6-2012



PROPOSAL revised 1

DATE: May 30, 2012
JOB: Repair Street Light Pole Knockdown @ Hwy 263 & La Ladera Rd;
Los Lunas, NM
TO: Valencia County Public Works Division
P.O. Box 1119 / 1209 HWY 514
Los Lunas, NM 87051
Office (505) 866-2475
Fax (505) 866-5555
ATTN: Lina Benavidez Engineer / lide
lina.benavidez@co.valencia.nm.us

The Following is our proposal to: REPAIR STREET LIGHT POLES

ITEMS	DESCRIPTION	QTY	UNIT PRICE	TOTAL
10	SKILLED LABORER	50	\$ 60.00	\$ 3000.00
11	SEMI SKILLED	25	\$ 37.45	\$ 936.25
13	RENTAL OF BUCKET TRUCK	10	\$ 30.00	\$ 300.00
16	RENTAL FLAT BED TRAILOR	10	\$ 4.58	\$ 45.80
9	TRAFFIC CONTROL	15.5	\$ 75.00	\$ 1,162.50
38	TYPE V STANDARD 40'	4	\$ 1,944.00	\$ 7,776.00
72	SINGLE CONDUCTOR 10	440	\$ 0.25	\$ 110.00
70	SINGLE CONDUCTOR 6	10	\$ 0.57	\$ 5.70
45	LUMINAIRE 400 W	4	\$ 252.00	\$ 1,008.00
	LIGHTING CONTROLLER EQUIPMENT	1	\$ 606.00	\$ 606.00
TOTAL				\$ 14,950.75

Regards,

Bob Norton

Bob Norton

Please sign below and fax back to Bixby Electric, Inc. at (505) 243-6817.

Signature: _____

Date: _____

521 Wheeler Ave SE
Albuquerque, NM 87102

www.bixbyelectric.com

Phone: 505-842-5384
Fax: 505-243-6817

(EXHIBIT D)

Ref: Repair Street Light Pole Knockdown @ Hwy 263 & La Ladera Rd;
Los Lunas, NM

Lina Benavidez Engineer (P)
lina.benavidez@co.valencia.nm.us

Inclusions:

- Traffic Control for Right Lane Closure or Shoulder Work
- Re-use existing Street Lighting System
- Material, Labor and Equipment to replace four (4) 40' Pole, Fixture & Lamp
- Re-use existing concrete base
- Install Lighting Controller Cabinet with auto off/on switch

Exclusions:

- Bond.
- Tax,
- Replacement of other Street Light Fixtures & Poles
- Replacement of Street Light Cabling System

Notes:

This proposal is based on Bernalillo County On-Call Contract CCN 2011-0374.

The proposal will be adjusted to actual amount of work performed.

If work goes outside of scope of work prior approval will be needed.

521 Wheeler Ave SE
Albuquerque, NM 87102

www.bixbyelectinc.com

Phone: 505-842-5384
Fax: 505-243-6817

**PROFESSIONAL SERVICES AGREEMENT
VCJJB CONTINUUM COORDINATOR**

THIS AGREEMENT is entered into by and between the County of Valencia and Cynthia Ferrari whose address is P.O. Box 1791, Los Lunas NM 87031, henceforth known as the "Contractor" and/or "Continuum Coordinator".

WHEREAS, the County of Valencia is the government entity in Valencia County receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in the County.

NOW THEREFORE, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement

This agreement shall become effective July 1, 2012 and shall terminate on December 31, 2012, unless terminated pursuant to Article VI, infra.

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article XII (10) or terminated pursuant to Article VIII (6), infra.

III. Limitation of Cost

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement shall not exceed a total of sixteen thousand five hundred dollars (\$16,500.00), including mileage. The annual budget is attached hereto as "**Attachment 2 - Budget**" and incorporated herein by reference.

IV. Compensation

- a. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$16,500.00. Payments shall only be made as outlined in the budget which is made part of this Agreement as "**Attachment 2 – Budget**". This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the "**Scope of Work – Attachment I**."

(EXHIBIT E)

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$16,500.00. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

V. Appropriations

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

VI. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

VII. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the County.

VIII. Termination of Agreement

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 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. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY OR STATE OF NEW MEXICO IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

IX. Funds Accountability

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

X. Maintenance of Records

The Agency shall maintain records as required of any administering state County pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

XI. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County, or unless required to disclose by a court of competent jurisdiction.

XII. Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XIII. Assignment

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

XIV. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to this choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

XV. Indemnification

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

XVI. Execution of Documents

The County and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

XVII. Sub-Contracts

The Contractor shall be ultimately responsible for all items enumerated in "Attachment 1" of this Agreement. The Contractor shall seek advance approval from the County of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVIII. Equal Opportunity Compliance

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

XIX. Workers' Compensation

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

XX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

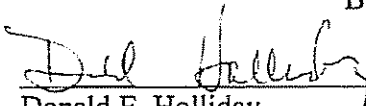
No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.


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

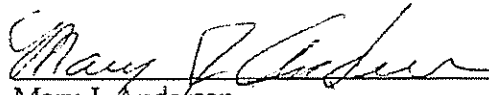
County

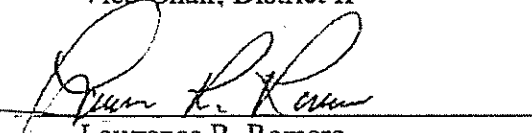
APPROVED, ADOPTED, AND PASSED on this 16th day of June, 2012


BOARD OF COUNTY COMMISSIONERS


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

Approved as to form:


County Attorney

Date: June 6, 2012

Contractor


Authorized Signature

Date: June 11, 2012

Continuum Coordinator
Printed Title of Authorized Signatory

Attachment 1- Scope of Work
Valencia County

Performance Outcome:

1. Present final report to the Agency of the assessment findings and the results.
2. Submit copy of the assessment tool to be used for Valencia County assessment/evaluation.
3. A report of the assessment results, the goals and objectives to expand and maintain the Valencia County Juvenile Justice Board and implement alternative to detention and graduated sanctions programs within Valencia County.
4. Provide Final report including the assessment results and future proposed plans to follow-up on the findings of the evaluation of Valencia County.
5. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
6. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
7. To increase the emphasis on prevention and early intervention in juvenile justice services.

Goals:

1. Conduct a community assessment and use the findings to develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs.
2. Develop goals and objectives for the Valencia County Juvenile Justice Board and the implementation of the alternative to detention; graduated sanction programs needed by the community based on the findings of the assessment. Determine as part of the goals and objectives what technical assistance is needed.
3. To improve the Juvenile Justice System through a juvenile justice continuum of services.
4. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

Activities:

The Contractor May at the direction of the Executive Committee:

Seek Technical Assistance to direct the Valencia County Juvenile Justice Board in the implementation of the alternative to detention; graduated sanctions programs needed by youth in Valencia County service area to include, and not be limited to:

1. Conduct a thorough assessment of the Valencia County Service Area and its communities.
 - a. The assessment information shall consist of analysis of the service area's economics; demographics; public health and vital statistics; education data; child welfare and juvenile justice system; information on the children

and youth i.e. Kids data books published by the Annie E Casey Foundation.

- b. The assessment should analysis the input of the families, youth and the communities need, availability and appropriateness of the proposed alternative to detention; graduated sanctions programs and related services. The assessment analysis shall profile the readiness of the Valencia County Juvenile Justice Board and its needs and continued recruitment of essential members of the community.
2. Develop goals and objectives to assist the Valencia County Juvenile Justice Board and require community members to develop and oversee the juvenile justice alternative to detention; graduated sanctions programs determined as needed in the community by the assessment tool and findings.
3. The Contractor takes direction and supervision from the Executive Board.
4. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair(s).
5. Inform the Agency's program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting;
6. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agency of the Contractor, to insure that the requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by agency Program Manager in advance;
7. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
8. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
9. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services
 - b. accomplishments/milestones achieved during this agreement period
 - c. statements regarding achievement of, or progress made regarding achievement of the estate outcomes and performance measures; and

- d. continue development and improvement of the multi-year Comprehensive strategic Plan for a continuum of detention alternative programs and services.
10. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.

Continuum Coordinator Duties

The Contractor May at the discretion of the Executive Committee:

1. Coordinate VCJJB and Executive Committee Activities

- Coordinate monthly Executive Committee meetings and quarterly VCJJB general meetings
- Prepare meeting agendas, handouts, minutes and schedule presentations
- Co-facilitate monthly Executive Committee meetings and monthly/quarterly VCJJB general meetings
- Prepare VCJJB presentation documents, ie. Power point, pamphlets, strategic plan, JDAI Continuum, program continuum, information sheet, letterhead, budgets, program descriptions
- Coordinate annual planning retreat
- Prepare JJAC required reports; ie. Monthly, 6 month, annual reports, budgets, budget adjustments and meeting minutes
- Prepare Valencia County Commission quarterly reports
- Plan activities and meetings with Executive Committee
- Coordinate associated meetings for the VCJJB and Executive Committee
- Prepare letters of support and thank you letters
- Update the VCJJB and Executive Committee on latest trends, conferences and training
- Ensure VCJJB subcommittees are meeting monthly and meeting subcommittee and "best practice" goals
- Ensure the VCJJB, subcommittees and programs are meeting strategic plan decisions
- Prepare and update VCJJB binders for Executive Committee members
- Represent the VCJJB at the quarterly JJAC continuum coordinators meetings
- Coordinate youth participation in VCJJB
- Facilitate decisions and follow up

2. Coordinate implementation and maintenance of programs

- Prepare program contracts
- Attend and facilitate program meetings
- Prepare and monitor performance measures
- Troubleshoot and problem-solve with programs on pending issues

- Monitor contract and budget compliance
- Prepare annual program evaluations
- Coordinate program submittal of invoices and monthly reports
- Serve as liaison with programs on JJAC , VCJJB and Valencia County requests
- Facilitate decisions and follow up

3. Coordinate outcome data

- Coordinate monthly Data Work Group meeting
- Ensure completion of detention, JPPO and program data reports
- Coordinate DMC review
- Coordinate, consolidate and submit monthly JJAC data progress report
- Facilitate decisions and follow up

4. Coordinate funding

- Prepare annual JJAC proposal
- Prepare other funding requests
- Coordinate VCJJB/Valencia County budget
- Advocate for VCJJB budget at JJAC meetings
- Meet with programs quarterly to ensure compliance to budget
- Prepare budget adjustment requests
- Facilitate decisions and follow up

5. Coordinate community outreach

- Schedule VCJJB presentations to community organizations, rural areas and pueblos
- Prepare necessary binders and documents for presentations
- Follow up with communities on requests

Second Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
Professional Services:	
Contracting Agency for Assessment Study:	
➤ Design, development and implement Valencia County assessment tool	\$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
 *Travel:	
Mileage and per Diem	\$ 3,000.00
 Miscellaneous expenses:	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
 <u>Training</u>	 <u>\$ 0.00</u>
TOTAL Budget	\$87,500.00

The total amount of this contract shall not exceed \$87,500.00, 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

RECEIVED
JUN 10 2012

**PROFESSIONAL SERVICES AGREEMENT
VCJJB RECEPTION ASSESSMENT SERVICES**

THIS AGREEMENT is entered into by and between the County of Valencia and New Day whose address is 1330 San Pedro NE, Suite 201-B Albuquerque, NM 87110 henceforth known as the "Contractor".

WHEREAS, the County of Valencia is the government entity in Valencia County receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in the County.

NOW THEREFORE, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement

This agreement shall become effective July 1, 2012 and shall terminate on December 31, 2012, unless terminated pursuant to Article VI, infra.

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article XII (10) or terminated pursuant to Article VIII (6), infra.

III. Limitation of Cost

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement shall not exceed a total of fourteen thousand six hundred sixty seven dollars (\$14,667.00). The annual budget is attached hereto as "**Attachment 2 - Budget**" and incorporated herein by reference.

IV. Compensation

- a. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$14,667.00. Payments shall only be made as outlined in the budget which is made part of this Agreement as "**Attachment 2 – Budget**". This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the "**Scope of Work – Attachment I**."

(EXHIBIT F)

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$14,667.00. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

V. Appropriations

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

VI. Status of Contractor

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VII. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the County.

VIII. Termination of Agreement

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 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. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY OR STATE OF NEW MEXICO IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

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

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The Agency shall maintain records as required of any administering state County pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

XI. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County, or unless required to disclose by a court of competent jurisdiction.

XII. Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XIII. Assignment

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XIV. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to this choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

XV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XVI. Execution of Documents

The County and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

XVII. Sub-Contracts

The Contractor shall be ultimately responsible for all items enumerated in "Attachment 1" of this Agreement. The Contractor shall seek advance approval from the County of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVIII. Equal Opportunity Compliance

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

XIX. Workers' Compensation

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

XX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Attachment 1- Scope of Work
Valencia County

The Contractor shall provide Reception and Assessment Services as a means of detention diversion to Valencia County.

RAC is a detention diversion program. It is designed to provide law enforcement an alternative to incarceration for youth who have been detained for low level misdemeanor or felony offenses. The goal is to intervene swiftly and connect youth and their family to community resources to prevent further involvement with the juvenile justice system.

RAC offices located in Valencia County will be open 20 hours per week, times to be negotiated with the Juvenile Justice Board and Coordinator. RAC will include the following:

1. Law enforcement officers who have detained youth for low level offenses will bring them to the Reception Assessment Center.
2. RAC staff accept the youth, return the officer to the field.
3. RAC staff work with the youth to complete a functional assessment which covers his or her current status in school, home, family and community. This includes peer influences, feelings, self-harm potential, substances use, etc.
4. This assessment is shared with the family when they pick up the youth. A Caregiver Assessment may also be completed. Based on the findings, families are offered follow-up services to help them meet any identified needs.
5. RAC staff contact families over the next 30 days to check if they were able to access services and see if they need any further assistance.
6. RAC may pick up and transport child to New Day Shelter or other locations as required.
7. RAC staff will be on call for emergency situations. Hours spent working on responses to emergencies will be deducted from the weekly 20 hours.

1. RAC Shelter Services

- a. RAC services are available at the New Day Shelter 24 hours per day, 365 days per year.
- b. New Day has 16 shelter beds available 24 hours per day, 365 days a year to youth served by the RAC program. If the shelter is at capacity when RAC services are needed, referrals to alternate placements will be made.

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

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

County

Bruce Swingle
Bruce Swingle, County Manager

Date: 06/06/12

Approved as to form:

[Signature]
County Attorney

Date: 6/6/12

Contractor

[Signature]
~~Cynthia Jordan~~
Authorized Signature

Date: 6-10-12

Executive Director, New Day
~~Continuum Coordinator~~
Printed Title of Authorized Signatory

[Signature]
Commission Chair

2012 NMAC/NMCIA Multi-Line Pool and Workers' Compensation Pool
Special Joint General Membership Meeting
Wednesday, June 20, 2012 8:00 a.m. NM Highlands University, Las Vegas, NM

Multi-Line Voting Representatives				Workers' Compensation Voting Representatives			
Name	Title	Alternate	Updated	Name	Title	Alternate	Updated
Teresa Byrd	Deputy County Mgr.	Maria Zuniga	12/22/2011	Joseph Crelier	Risk Management Director	Lisa Sedillo-White	1/30/2012
Sarah Merklein	Manager		12/3/2009	Sarah Merklein	Manager		
Ron Lethgo	Assessor	Mark Willard	12/2/2009	Brenda Sanchez	Public Services Administrator	Mark Willard	6/11/2010
Lloyd Felipe	Commissioner	Patrick Simpson	1/4/2011	Patrick Simpson	Commissioner	Lloyd Felipe	1/16/2009
Bill Sauble	Commissioner	Don Day	12/3/2009	Bill Conley	Commissioner	Don Day	1/14/2009
Wendell Bostwick	Commissioner	Frank Blackburn	12/2/2009	Lance Pyle	Manager	Robert Sandoval	5/14/2011
Adolfo Lucero	Commissioner	George Gonzales	1/5/2011	George Gonzales	Commissioner	Becky Harris	5/27/2011
Ed Fridenstine	Risk Mngt. Director	Scott Krahling	12/3/2009	Scott Krahling	Commissioner	Ed Fridenstine	2/13/2009
Allen Sartin	Manager	Jack Volpato	1/5/2010	Guy Lutman	Commissioner	Tony Hernandez	
Jon Saari	Manager	Brett Kasten	1/27/2011	Jon Saari	Manager	Henry Torres	5/28/2009
Gloria Jean Chavez	Finance-Safety Officer	Marcos Salas	1/7/2010	Gloria Jean Chavez	Finance-Safety Officer	Marcos Salas	5/4/2009
Vanita Menapace	Administrative Asst.	Pete Callahan	1/3/2011	Vanita Menapace	Administrative Asst.		5/13/2011
Jose J. Salazar	Manager		1/12/2012	Richard Chaires	Commissioner	Ed Kerr	5/27/2011
				Anne Behl	Dir. of HR/Risk Mngt.		4/23/2009
Tom Battin	Commissioner		1/5/2011	Tom Battin	Commissioner	Curt Temple	1/12/2009
R. Javier Diaz	Commissioner	Kelly Kuentsler	1/26/2012	Danny Gonzales	HR / Payroll Director	Joanne Hethcox	4/1/2009
Thomas Sanchez	Manager	David Dallago	12/11/2009	David Dallago	Commissioner	Carol Bowman	5/21/2009
Ronny Rardin	Commissioner	Paula Garcia	1/9/2012	Paula Garcia	Commissioner		
Bill Curry	Commissioner	Brad Bryant	12/27/2011	Tommie Herrell	Commissioner	Ronny Rardin	5/13/2011
Jake Lopez	Commissioner	Bill Cathey	1/7/2010	Bill Curry	Commissioner	Richard Primrose	6/8/2010
				Tammy Lee	Human Resource Mgr.	Jake Lopez	5/21/2009
				Jim O'Neill	Risk Management	Joe Sawyer: 334-	
David Salazar	Commissioner	Les Montoya	1/13/2012	David Salazar	Commissioner	Les Montoya	5/20/2009
Orlando Lucero	Commissioner		1/13/2010	Patricia Miller	HR / Risk Mngt. Manager		2/22/2011
				Robert Anaya	Commissioner	Harry Montoya	5/4/2009
Walter C. Armijo	Commissioner	Alvin J. Campbell	1/7/2010	Alvin Campbell	Commissioner	Jan Porter-Carrejo	2/8/2011
Danny Monette	Commissioner	Delilah Walsh	1/5/2010	Rosie Tripp	Commissioner	Danny Monette	6/8/2010
Nicklos Jaramillo	Commissioner		1/13/2010	Andrew Chavez	Commissioner	Adam Baker	6/1/2010
Joy Ansley	Manager	Leanne Tapia	1/5/2012	Joy Ansley	Manager	Jim Frost	5/4/2009
Justin Bennett	Commissioner	Van Robertson	1/5/2012	Justin Bennett	Commissioner	Van Robertson	5/28/2009
Kenneth Griego	Business Manager		4/23/2009	Jacquelyn Chavira	Human Resources Dir.	Kenny Griego	6/8/2010

Bernalillo
Catron
Chaves
Cibola
Colfax
Curry
DeBaca
Doña Ana
Eddy
Grant
Guadalupe
Harding
Hidalgo
Lea
Lincoln
Luna
McKinley
Mora
Otero
Quay
Roosevelt
San Juan
San Miguel
Sandoval
Santa Fé
Sierra
Socorro
Taos
Torrance
Union
Valencia

(EXHIBIT G)

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BRUCE SWINBLE
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BRUCE SWINBLE
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DAN BOLIVAR
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DAN BOLIVAR
6/6/12



NEW MEXICO DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT

Sub-Grant Agreement

2008 State Homeland Security Grant Program

CFDA No. 97.067

1. Sub-Grant No. 2008-GE-T8-0020-Valencia Sheltering	2. Recipient Valencia County	3. FIDUCIARY Valencia County	4. DFA VENDOR NUMBER/DUNS NUMBER 54407/
5. Recipient Address Valencia County PO Box 1119 Los Lunas, NM 87031		6. Issuing Office and Address New Mexico Department of Homeland Security & Emergency Management P. O. Box 27111 City of Tucuman, NM 87502 gnc	
7. Effective Date of This Action May 1, 2012	8. DHSEM Grant Specialist: Brian Chavez		Phone: 505-476-9614 Fax: 505-476-9695 Email: brianl.chavez@state.nm.us
9. Termination Date September 1, 2012			
10. Funding: Total Awarded Amount: \$ 24,000.00			
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant through the State.			
12. Special Conditions: Grant funds cannot be expended until these conditions have been met. a. Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply. Items procured with SHSGP grant funds will be considered a state resource in times of need. b. BSIR submission is due in July and January of each open grant year – DHS will determine the dates. Quarterly reports are due on 1/30, 4/30, 7/30, and 10/30. c. Request for reimbursement will not be processed if quarterly financial and programmatic reports are delinquent. d. Generators purchased must be mobile only. e. Public Warning Systems: Funds awarded are to purchase warning sirens only. f. Communication Equipment; If, a revision of scope is requested it must be approved by SICWG, DHSM grant staff as well as program staff before the jurisdiction can proceed. g. Procurement from Minority Owned and Women Owned Business is encouraged. h. Emergency Operations Plans must satisfactorily address the plan requirements, as determined by the DHSEM reviewer, outlined in the DHSEM Local Emergency Operations Plan Review crosswalk before payment. i. <u>NEPA/EHP Compliance: The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.</u>			
13. Recipient is required to sign and return the original of this document, as well as the signed and accepted grant requirements, assurances and agreements to the Issuing Address in block 6, within 30 days from the date in block 17.			
14. Signature of Jurisdiction Grant Specialist/Program Manager Printed Name: Glenda Chavez		Date: 5/11/12 Phone: 505.866.2043 Fax: 505.866.3355 Email: glenda.chavez@co.valencia.nm.us	
15. Signature of Jurisdiction Chief Financial Officer Printed Name: Christina Card		Date: 5/11/12 Phone: 505.866.3491 Fax: 505.866.3424 Email: Christina.Card@co.valencia.nm.us	
16. Signature of Jurisdiction Signatory Official Printed Name and Title: DONALD HOLLIDAY		Date: Phone: 505.866.2014 Fax: 505.866.3355 Email: DONALD.HOLLIDAY@co.valencia.nm.us	
17. DHSEM Signatory Official (Name and Title)		Date:	

(EXHIBIT H)

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Grant Terms and Conditions (continued from Section 10 of Award)

The VALENCIA COUNTY has been awarded \$24,000.00 shall be used to support activities essential to the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other all-hazards events.

The scope of work is as follows:

Project 1: \$24,000.00 has been obligated for procurement of the following items:

Valencia County will be purchasing one (1) enclosed utility trailer, large enough to store/transport shelter supplies that can support at least 400 individuals, to include:

- 200-Cots
- 200-blankets
- 8 Case(50)-inflatable cot pillows
- 8-First Aid Kits, 299 piece, soft-Sided
- 8-Emergency weather alert radios
- 240-personal hygiene kits
- 16-Wide area lanterns
- 6 spare sets of batteries for each lantern
- Optional rolling storage carts for supplies

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RFA FORMS ARE NOT REQUIRED FOR THESE PURCHASES.

****Special Condition****

Any remaining funds once the above equipment has been purchased may be used to purchase additional shelter supplies or trailer signage.

The performance period of this grant award is May 1, 2012 through September 1, 2012. VALENCIA COUNTY cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHSEM will execute de-obligation of the funds.

(A) **Changes to Award:** All change requests must be submitted in writing, or electronically to the DHSEM grant specialist, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award.

(B) **NEPA/EHP Compliance:** The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

(C) **Reporting Requirements:** VALENCIA COUNTY shall submit timely quarterly *Financial Progress Reports* to the Grant specialist at DHSEM. For grant awards, the sub-recipient is required to submit a quarterly Performance Report to the Program Specialist within the Preparedness Bureau. Instructions and blank forms are attached and are located electronically at www.nmdhsem.org, and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. **Use of outdated forms will not be accepted.** Quarterly reports are due: in January 15, April 15, July 15, and August 15 for each calendar year the grant is open. The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. The *Final Narrative Report* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(D) **Additional Reporting Requirements:** The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

(E) **Reimbursements:** Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and submission of timely *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until performance/fiscal quarterly reports are submitted.

- **Personnel Costs:** **FOR EMPG GRANTS ONLY - Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. VALENCIA COUNTY shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.**

- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

- **Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at www.rkb.mipt.org. Documentation required per instructions attached to DHSEM quarterly reports.
- **Travel: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.**
- **Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
- **Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.
- **Food and Beverages:** Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:
 - (1) The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
 - (2) Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - (a) The cost of the food and/or beverages provided is considered to be reasonable;
 - (b) The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - (c) Participation by all participants is mandatory; and
 - (d) The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

(F) Non-reimbursable Expenses:

- Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS)
- Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM
- Sole source contracts and procurements not pre-approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM
- Construction and renovation
- Indirect costs (p. 5, Financial Progress Report)
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds)
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons and ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls
- Travel insurance, visa, and passport charges
- Lodging costs in excess of Federal or State per diem, as appropriate
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

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(G) Property and Equipment Management: The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at www.nmdhsem.org and shall be submitted to DHSEM annually each **January 30** with the *Financial Progress Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

(H) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.** DHSEM has provided a summary of documentation required for levels of procurement and attached it to the instructions on the quarterly *Financial Progress Reports*.

(I) Contracts: Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices, and time and effort reports are required for consultants. A summary of documentation required for levels of contracting is attached to the instructions on the quarterly *Financial Progress Reports*.

(J) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.***

(K) Audit Requirements: As the Federal grant recipient, the State of New Mexico requires a sub-recipient **expending \$500,000 or more** in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with *OMB Circular A-133*. VALENCIA COUNTY will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with *OMB Circular A-133*. Copies of audit findings must be submitted to DHSEM within 30 days after VALENCIA COUNTY

receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

(L) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(M) Performance Measures: Quarterly *Progress Reports* shall demonstrate performance and progress relative to: Acceptable performance on applicable critical tasks in Exercises using approved scenarios

1. Progress in achieving project timelines and milestones
2. Percent measurable progress toward completion of project
3. How funds have been expended during reporting period, and explains expenditures related to the project

(N) Sub-recipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

(O) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Block 12
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

(P) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide 5 days notice to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(Q) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(R) Project Implementation: Due to the competitiveness of the Homeland Security grant program, approved projects shall be ready-to-go. Project implementation shall begin within the first reporting quarter.

- a. If a project cannot be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement signed by the signatory officials to DHSEM, justifying the implementation delay, expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

Grant Requirements, Assurances and Agreements (continued from Section 11 of the Award)

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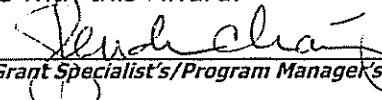
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(D) The signature of the signatory officials on this award attests to VALENCIA COUNTY understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.


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- (H) The VALENCIA COUNTY certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
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- a. 2CFRPart 215, *Grants and Cooperative Agreements with State and Local Governments* at www.whitehouse.gov/omb/circulars/a102/a102.html.
 - b. 2 CFR Part 225 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html.
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 - f. OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - g. CFR Title 48 Federal Acquisition Regulations Systems Chapter 1 Part 31 Contract *Cost Principles and Procedures*
 - h. Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.* Incorporated into individual Federal agency's *Code of Federal Regulations*.
 - i. OGO *Financial Guide* www.dhs.gov/dhspub/publicinterweb/assetlibrary/Grants_FinancialManagementGuide.pdf
 - j. New Mexico State Procurement Code <http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
 - k. New Mexico Administrative Code Title 2 – Public Finance <http://www.nmcpr.state.nm.us/NMAC/ title02/title02.htm>

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, in accordance with this Award.



Grant Specialist's/Program Manager's Signature

Chief Financial Officer's Signature


Signatory Official's Signature



**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT**

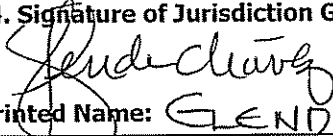
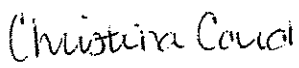
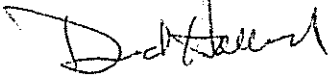
Sub-Grant Agreement

2011 State Homeland Security Grant Program

2011 Federal Grant No. EMW-2011-SS-00094-S01 CFDA No. 97.067

1. Sub-Grant No. EMW-2011-SS-00094-S01- Valencia County	2. Recipient Valencia County	3. FIDUCIARY Valencia County	4. DFA VENDOR NUMBER/DUNS NUMBER 54407
5. Recipient Address Valencia County P.O. Box 1119 Los Lunas, NM 87301		6. Issuing Office and Address New Mexico Department of Homeland Security & Emergency Management P. O. Box 27111 Santa Fe, NM 87502	
7. Effective Date of This Action January 1, 2012	8. DHSEM Grant Specialist: Brian Chavez		Phone: 505-476-9614 Fax: 505-476-9695 Email: brianl.chavez@state.nm.us
9. Termination Date December 31, 2012			
10. Funding: Total Awarded Amount: \$20,901.00			
11. Grant Requirements, Assurances and Agreements: <i>(see attached Grant Requirements, Assurances and Agreements)</i> The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant through the State.			
12. Special Conditions: Grant funds cannot be expended until these conditions have been met. <ul style="list-style-type: none">a. Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply. Items procured with SHSGP grant funds will be considered a state resource in times of need.b. BSIR submission is due in July and January of each open grant year – DHS will determine the dates. Quarterly reports are due on 1/30, 4/30, 7/30, and 10/30.c. Pre-approval is required for all equipment, training, planning, and exercise obligations, and all equipment must be purchased and deployed in accordance with the jurisdictions 2011 SHSGP application.d. Request for reimbursement will not be processed if quarterly financial and programmatic reports are delinquent.e. Generators purchased must be mobile only.f. Public Warning Systems: Funds awarded are to purchase warning sirens only.g. Communication Equipment; If, a revision of scope is requested it must be approved by SICWG, DHSM grant staff as well as program staff before the jurisdiction can proceed.h. Procurement from Minority Owned and Women Owned Business is encouraged.i. Emergency Operations Plans must satisfactorily address the plan requirements, as determined by the DHSEM reviewer, outlined in the DHSEM Local Emergency Operations Plan Review crosswalk before payment.j. <u>NEPA/EHP Compliance: The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.</u>			

(EXHIBIT I)

13. Recipient is required to sign and return the original of this document, as well as the signed and accepted grant requirements, assurances and agreements to the Issuing Address in block 6, within 30 days from the date in block 17.	
14. Signature of Jurisdiction Grant Specialist/Program Manager  Printed Name: <u>GLEND A CHÁVEZ</u>	Date: <u>5/11/12</u> Phone: <u>505.866.2043</u> Fax: <u>505.866.3355</u> Email: <u>glenda.chavez@co.valencia.nm.us</u>
15. Signature of Jurisdiction Chief Financial Officer  Printed Name: <u>Christina Carci</u>	Date: <u>5/11/12</u> Phone: <u>505.866.2471</u> Fax: <u>505.866.2424</u> Email: <u>christina.carci@co.valencia.nm.us</u>
16. Signature of Jurisdiction Signatory Official  Printed Name and Title: <u>DONALD HOLLIDAY, Commission Chair</u>	Date: _____ Phone: <u>505.866.2014</u> Fax: <u>505.866.3355</u> Email: <u>donald.holliday@co.valencia.nm.us</u>
17. DHSEM Signatory Official (Name and Title)	Date: _____

Grant Terms and Conditions (continued from Section 10 of Award)

VALENCIA COUNTY has been awarded \$20,901.00 shall be used to support activities essential to the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other all-hazards events.
The scope of work is as follows:

- Project 1: Recovery from flood events--\$6,000.00: Purchase generator and pumps.
- Project 2: Tactical Equipment (Los Lunas SWAT and Valencia County Detention Center)--\$14,901.00: Purchase Vests.

All items have to be purchased, installed and paid for by June 30, 2012.

The performance period of this grant award is March 14, 2012 through June 30, 2012. VALENCIA COUNTY cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHSEM will execute de-obligation of the funds.

(A) **Changes to Award:** All change requests must be submitted in writing, or electronically to the DHSEM grant specialist, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award.

(B) **NEPA/EHP Compliance;** The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

(C) **Reporting Requirements:** VALENCIA COUNTY shall submit timely quarterly *Financial Progress Reports* to the Grant specialist at DHSEM. For grant awards, the sub-recipient is required to submit a quarterly Performance Report to the Program Specialist within the Preparedness Bureau. Instructions and blank forms are attached and are located electronically at www.nmdhsem.org, and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. Use of outdated forms will not be accepted. Quarterly reports are due: in January 30, April 30, July 30, and October 30 for each calendar year the grant is open. The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. The *Final Narrative Report* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(D) Additional Reporting Requirements: The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

(E) Reimbursements: Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and submission of timely *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until performance/fiscal quarterly reports are submitted.

- **Personnel Costs:** FOR EMPG GRANTS ONLY - Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. VALENCIA COUNTY shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.
- **Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at www.rkb.mipt.org. Documentation required per instructions attached to DHSEM quarterly reports.
- **Travel:** All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.
- **Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
- **Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.
- **Food and Beverages:** Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:
 - (1) The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
 - (2) Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - (a) The cost of the food and/or beverages provided is considered to be reasonable;
 - (b) The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - (c) Participation by all participants is mandatory; and
 - (d) The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

(F) Non-reimbursable Expenses:

- Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS)
- Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM
- Sole source contracts and procurements not pre-approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM
- Construction and renovation
- Indirect costs (p. 5, Financial Progress Report)
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds)
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons and ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls
- Travel insurance, visa, and passport charges
- Lodging costs in excess of Federal or State per diem, as appropriate
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

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(G) Property and Equipment Management: The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at www.nmdhsem.org and shall be submitted to DHSEM annually each **January 30** with the *Financial Progress Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

(H) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted

to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.** DHSEM has provided a summary of documentation required for levels of procurement and attached it to the instructions on the quarterly *Financial Progress Reports*.

(I) Contracts: Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices, and time and effort reports are required for consultants. A summary of documentation required for levels of contracting is attached to the instructions on the quarterly *Financial Progress Reports*.

(J) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.***

(K) Audit Requirements: As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$500,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with *OMB Circular A-133*. VALENCIA COUNTY will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with *OMB Circular A-133*. Copies of audit findings must be submitted to DHSEM within 30 days after VALENCIA COUNTY receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with *2 AAC 45.010*. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

(L) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(M) Performance Measures: Quarterly *Progress Reports* shall demonstrate performance and progress relative to: Acceptable performance on applicable critical tasks in Exercises using approved scenarios

1. Progress in achieving project timelines and milestones
2. Percent measurable progress toward completion of project
3. How funds have been expended during reporting period, and explains expenditures related to the project

(N) Sub-recipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

(O) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Block 12
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

(P) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide 5 days notice to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(Q) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(R) Project Implementation: Due to the competitiveness of the Homeland Security grant program, approved projects shall be ready-to-go. Project implementation shall begin within the first reporting quarter.

- a. If a project cannot be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement signed by the signatory officials to DHSEM, justifying the implementation delay, expected starting date, and a formal request to

extend the project start date past the first reporting quarter. At the discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

Grant Requirements, Assurances and Agreements (continued from Section 11 of the Award)

(A) The performance period for this grant award is **JANUARY 1, 2012 through December 31, 2012**. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the **Final Progress Reports** are due.

(B) The sub-recipient shall comply with the requirements and restrictions of the FY2010 State Homeland Security Grant Guidance, State Guidelines, and the State Homeland Security Strategy. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

(C) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

(D) The signature of the signatory officials on this award attests to **VALENCIA COUNTY** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose.

Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

(E) VALENCIA COUNTY shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

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(G) VALENCIA COUNTY certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

(H) VALENCIA COUNTY certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

- (I) It is the responsibility of VALENCIA COUNTY as the recipient of these federal funds to fully understand and comply with the requirements of:
- 2CFRPart 215, *Grants and Cooperative Agreements with State and Local Governments* at www.whitehouse.gov/omb/circulars/a102/a102.html.
 - 2 CFR Part 225 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html.
 - 2 CFR Part 215 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
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 - New Mexico Administrative Code Title 2 – Public Finance [http://www.nmcpr.state.nm.us/NMAC/ title02/title02.htm](http://www.nmcpr.state.nm.us/NMAC/title02/title02.htm)

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, in accordance with this Award.


Grant Specialist's/Program Manager's Signature

Chief Financial Officer's Signature


Signatory Official's Signature

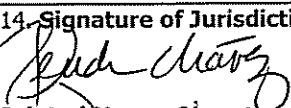
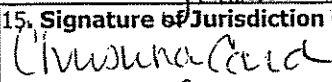
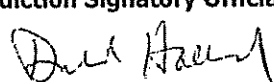


NEW MEXICO DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT

Sub-Grant Agreement

2011 Emergency Management Performance Grant Program

2011 Federal Grant No. EMW-2011-EP-00051 CFDA No. 97.042

1. Sub-Grant No. EMW-2011-EP-00051-Valencia County	2. Recipient Valencia County	3. FIDUCIARY Valencia County	4. DFA VENDOR NUMBER/DUNS NUMBER
5. Recipient Address Valencia County 444 Luna Ave. PO Box 1119 Los Lunas, NM 87031		6. Issuing Office and Address New Mexico Department of Homeland Security & Emergency Management P. O. Box 27111 Santa Fe, NM 87502	
7. Effective Date of This Action January 1, 2012	8. DHSEM Grant Specialist: Brian Chavez		Phone: 505-476-9614 Fax: 505-476-9695 Email: brianl.chavez@state.nm.us
9. Termination Date December 31, 2012			
10. Funding: Total Awarded Amount: \$28,873.00			
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant through the State.			
12. Special Conditions: a. Award Amount is a funding allocation, and is not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply. b. Quarterly financial and programmatic reports must be current in order for DHSEM to process requests for reimbursement. c. All EMPG funded personnel must meet the following requirements within the 12 month performance period of this award they are: 1. Each jurisdiction is required to conduct three Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises; this includes all required data entry into the National Exercise System (NEXS). One of the required exercises must be, at a minimum, an Emergency Operations Center (EOC) tabletop exercise (this does not preclude the jurisdiction from conducting an exercise that exceeds a tabletop exercise). In addition, all EMPG funded personnel must participate in the exercises identified on their Training and Exercise Plan in the capacity of a planner, controller, simulator, evaluator or player. Progress must be reported quarterly. 2. All EMPG-funded personnel shall complete the following training requirements and provide proof of completion and/or progress on a quarterly basis. National Incident Management System (NIMS) Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a 3. All EMPG sub-grantees are required to develop a Multi-Year Training and Exercise Plan (TEP) and update it annually.			
13. Recipient is required to sign and return the original of this document, as well as the signed and accepted grant requirements, assurances and agreements to the Issuing Address in block 6, within 30 days from the date in block 17.			
14. Signature of Jurisdiction Grant Specialist/Program Manager  Printed Name: glenda chavez		Date: 5/11/12 Phone: 505-866-2043 Fax: 505-866-3355 Email: glenda.chavez@co.valencia.nm.us	
15. Signature of Jurisdiction Chief Financial Officer  Printed Name: Christina Card		Date: 5/11/12 Phone: 505-866-2471 Fax: 505-866-3424 Email: christina.card@co.valencia.nm.us	
16. Signature of Jurisdiction Signatory Official  Printed Name and Title: DONALD HOLLIDAY, Commission Chair		Date: Phone: 505-866-2014 Fax: 505-866-3355 Email: Donald.Holliday@Co.Valencia.nm.us	
17. DHSEM Signatory Official (Name and Title)		Date:	

(EXHIBIT J)

Grant Terms and Conditions (continued from Section 10 of Award)

VALENCIA COUNTY has been awarded \$28,873.00 which shall be used to support activities essential to the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other all-hazards events. The scope of work is as follows:

Project 1: Funds shall only be applied to salary and benefit costs for designated and approved staff in the EMPG application. All work completed must follow the approved EMPG work plan. The matching contribution for this sub-grant agreement will be \$28,873.00

The performance period of this grant award is January 1, 2012 through December 31, 2012. VALENCIA COUNTY cannot sub-grant any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHSEM will execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHSEM Grant Specialist, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award.

(B) NEPA/EHP Compliance: The recipient must provide information to NMDHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

(C) Reporting Requirements: TH VALENCIA COUNTY shall submit timely quarterly *Financial Progress Reports* to the Grant Specialist at DHSEM. For grant awards, the sub-recipient is required to submit a quarterly Performance Report to the Program Specialist within the Preparedness Bureau. Instructions and blank forms are attached and are located electronically at www.nmdhsem.org, and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. **Use of outdated forms will not be accepted.** Quarterly reports are due: January 30, April 30, July 30, and October 30 for each calendar year the grant is open. The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. The *Final Narrative Report* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(D) Additional Reporting Requirements: The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

(E) Reimbursements: Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and submission of timely *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until performance/fiscal quarterly reports are submitted.

- **Personnel Costs:** FOR EMPG GRANTS ONLY - Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. VALENCIA COUNTY shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.

- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

- **Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at www.rkb.mipt.org. Documentation required per instructions attached to DHSEM quarterly reports.

- **Travel:** All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

- **Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

- **Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

- **Exercise:** Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.

- **Food and Beverages:** Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- (1) The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- (2) Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:

- (a) The cost of the food and/or beverages provided is considered to be reasonable;
- (b) The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
- (c) Participation by all participants is mandatory; and
- (d) The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

(F) Non-reimbursable Expenses:

- Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS)
- Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM
- Sole source contracts and procurements not pre-approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM
- Construction and renovation
- Indirect costs (p. 5, Financial Progress Report)
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds)
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons and ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls
- Travel insurance, visa, and passport charges
- Lodging costs in excess of State per diem, as appropriate
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(G) Property and Equipment Management: The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at www.nmdhsem.org and shall be submitted to DHSEM annually each **January 30** with the *Financial Progress Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

(H) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.** DHSEM has provided a summary of documentation required for levels of procurement and attached it to the instructions on the quarterly *Financial Progress Reports*.

(I) Contracts: Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices, and time and effort reports are required for consultants. A summary of documentation required for levels of contracting is attached to the instructions on the quarterly *Financial Progress Reports*.

(J) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.***

(K) Audit Requirements: As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$500,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with *OMB Circular A-133*. VALENCIA COUNTY will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with *OMB Circular A-133*. Copies of audit findings must be submitted to DHSEM within 30 days after VALENCIA COUNTY receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with *2 AAC 45.010*. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

(L) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award

must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(M) Performance Measures: Quarterly *Progress Reports* shall demonstrate performance and progress relative to: Acceptable performance on applicable critical tasks in Exercises using approved scenarios

1. Progress in achieving project timelines and milestones
2. Percent measurable progress toward completion of project
3. How funds have been expended during reporting period, and explains expenditures related to the project

(N) Sub-recipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

(O) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Block 12
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

(P) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide 5 days notice to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(Q) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

(R) Project Implementation: Due to the competitiveness of the Homeland Security grant program, approved projects shall be ready-to-go. Project implementation shall begin within the first reporting quarter.

- a. If a project cannot be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement signed by the signatory officials to DHSEM, justifying the implementation delay, expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

Grant Requirements, Assurances and Agreements (continued from Section 11 of the Award)

(A) The performance period for this grant award is *JANUARY 1, 2012 through December 31, 2012*. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress Reports* are due.

(B) The sub-recipient shall comply with the requirements and restrictions of the FY2011 State Emergency Management Performance Grant Guidance and State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

(C) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

(D) The signature of the signatory officials on this award attests to VALENCIA COUNTY understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

(E) VALENCIA COUNTY shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(F) VALENCIA COUNTY shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1991.* VALENCIA COUNTY will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

(G) VALENCIA COUNTY certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

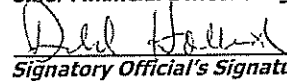
(H) VALENCIA COUNTY certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

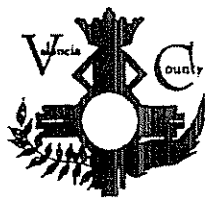
- (I) It is the responsibility of VALENCIA COUNTY as the recipient of these federal funds to fully understand and comply with the requirements of:
- 2CFRPart 215, *Grants and Cooperative Agreements with State and Local Governments* at www.whitehouse.gov/omb/circulars/a102/a102.html.
 - 2 CFR Part 225 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html.
 - 2 CFR Part 215 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - 2 CFR Part 220 *Cost Principles for Educational Institutions* at www.whitehouse.gov/omb/circulars/index.html
 - 2 CFR Part 230 *Cost Principles for Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - CFR Title 48 Federal Acquisition Regulations Systems Chapter 1 Part 31 Contract *Cost Principles and Procedures*
 - Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Incorporated into individual Federal agency's *Code of Federal Regulations*.
 - OGO *Financial Guide* www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf
 - New Mexico State Procurement Code <http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
 - New Mexico Administrative Code Title 2 – Public Finance [http://www.nmcpr.state.nm.us/NMAC/ title02/title02.htm](http://www.nmcpr.state.nm.us/NMAC/title02/title02.htm)

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, in accordance with this Award.


Grant Specialist's/Program Manager's Signature

Chief Financial Officer's Signature


Signatory Official's Signature



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
444 LUNA AVENUE ♦ P.O. BOX 1119
LOS LUNAS, NEW MEXICO 87031
OFFICE: 505.866.2014 ♦ FAX: 505.866.3355

June 6, 2012

Honorable Judge Tina Gallegos
Presiding Judge
Los Lunas Magistrate Court
1206 Main Street
Los Lunas, NM 87031

Re: Extension of Community Service Monitoring Contract

Dear Judge Gallegos:

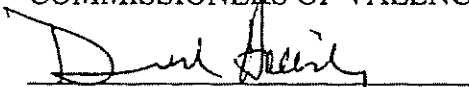
At its regular meeting on June 6, 2012, the Board of County Commissioners approved an extension of that certain Independent Contractor Agreement, effective 3/15/07 (the "Agreement"), a copy of which is attached to this letter of agreement. If Los Lunas Magistrate Court and the Independent Contractor agree to such extension as proved in this letter of agreement, please so indicate by signing below. Please return to us one of the duplicate originals.

If both of you agree, the Agreement will be extended for a term of one year, from August 4, 2012 to August 4, 2013. The Agreement is not modified except as provided in this letter of agreement.

Thank you and if you have any questions or concerns, please do not hesitate to call.

Cordially, BOOK 073 PAGE 298

BOARD OF COUNTY
COMMISSIONERS OF VALENCIA COUNTY


Donald Holliday, Chairman

Date: 6 - 6 - 2012

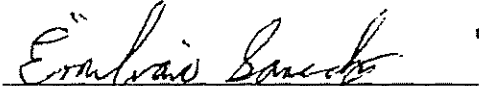

Georgia Otero-Kirkham, Vice-Chair

Date: (EXHIBIT K)

Don Holliday, Chair, District V Georgia Otero-Kirkham, Vice-Chair, District II

Mary Andersen, District I ♦ Lawrence Romero, District III ♦ Ron Gentry, District IV ♦
Bruce Swingle, County Manager

INDEPENDENT CONTRACTOR



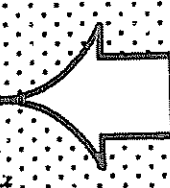
Print: EMILIANO SANCHEZ

Date: 7-10-12

MAGISTRATE COURT:


Tina Gallegos, Presiding Judge

Date: 7/10/12



C
O
P

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the day the last party signs, between Los Lunas Magistrate Court ("Magistrate Court"), the County of Valencia ("Valencia County") and Emiliano Sanchez (the "Independent Contractor").

RECITALS:

- A. Valencia County desires to assist Magistrate Court by providing some funding for community service monitoring services, as said services are described in this agreement.
- B. Independent Contractor is ready, willing and able to provide such community service monitoring services.
- C. Magistrate Court has established a community service program and as part of said program desires to utilize and supervise such community service monitoring services.
- D. The parties desire to engage Independent Contractor to provide such community service monitoring services, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained below, the parties agree as follows:

- 1. **Service Term.** Independent Contractor shall provide community monitoring services, as described below, from the above-referenced date, until the 30th day of June, 2007. This agreement may be extended for additional one-year periods not to exceed three (3) additional periods, provided that such extension is in writing signed by the parties.
- 2. **Services to be rendered.** Independent Contractor shall be responsible for:
 - a. Solicit agencies willing to participate in the community service program;
 - b. Provide work-site agreements to each community service worker;
 - c. Provide accurate timesheet/tracking sheets (indicating the exact time spent) to the Magistrate Court upon completion of the program;
 - d. Monitor community service workers to ensure participation;
 - e. Report any and all action to the appropriate sentencing court;
 - f. Coordinate with the Magistrate Court for the placement and scheduling of the individuals assigned to the community service program; and,
 - g. Follow-up on the participants and provide forms of completion indicating an accurate and exact representation of actual community service time spent, or report no-shows, to the Magistrate Court.
- 3. **Payment for Services.** Independent Contractor shall be paid for services at a rate not to exceed FOUR HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$425.00) every two (2) weeks. There will be no additional reimbursement or payment for vehicle usage, mileage or per diem, or otherwise. Independent Contractor shall submit to the Valencia County

Finance Department itemized invoices detailing the services performed in the time period for which payment is requested. Valencia County shall have thirty (30) days to remit payment to Independent Contractor from the date of submission of the itemized invoice.

4. **Status.** Independent Contractor's status under this agreement shall be that of an independent contractor, and not that of an employee or agent of the Valencia County. Independent Contractor warrants and represents that Independent Contractor has and will comply with all Federal, State and local laws regarding business permits and licenses, insurance, and any other item that may be required of Independent Contractor to perform the services according to this agreement.

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

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

7. **Disclaimer and Hold Harmless.** The Valencia County shall not be liable to the Independent Contractor, or the Independent Contractors successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Independent Contractor's person or property, occurring in connection with Independent Contractor's performance of Independent Contractor's duties according to this agreement. Independent Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Independent Contractor of Independent Contractor's duties according to this agreement.

8. **Indemnity and Hold Harmless.** Independent Contractor shall indemnify, defend, and hold harmless Valencia County, and Valencia County's affiliates, contractors, attorneys, subsidiaries, employees, agents, successors, heirs, estates, subrogees, beneficiaries, executors, administrators, and assigns (and for any person having rights of representation by or through any of them), from and against any and all liabilities, obligations, damages (including punitive damages), losses, costs, judgments, and other expenses (including investigation expenses, attorney's fees and court costs), occasioned by any claim, demand, cause of action, or proceeding, including, but not limited to, any claim, demand, cause of action, or proceeding for violation of constitutional or statutory rights, personal injury to or death of persons, or damage

to or destruction of any property, and whether or not based upon negligence, nuisance, breach of contract, quasi-contract, or strict liability, and whether known or unknown, anticipated or unanticipated, which may be made, asserted, or brought by any person or entity, including without limitation any governmental body, arising out of, resulting from, or based upon the subject matter of the Independent Contractor Agreement. Notwithstanding any rule of construction to the contrary, the parties stipulate that this instrument shall be construed as broadly as possible to effect the full, final, and complete indemnification of all disputes that Valencia County has or may have with any other party arising from the subject matter of the Independent Contractor Agreement.

9. **No Third Party Rights.** This agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants, or advisors.

10. **Time is of the Essence.** Time is of the essence hereof.

11. **Binding Effect.** Upon the execution of this agreement, it shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

12. **Non-Waiver.** Forbearance of enforcement of the rights or remedies of either party under this agreement shall not constitute a waiver or release of any such rights or remedies, or any other rights or remedies. A waiver of a right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

13. **Applicable Law.** This agreement shall be construed according to the laws of the State of New Mexico.

14. **Severability.** Each provision, sentence, or portion of this agreement and shall be separate and distinct from any other provision, sentence, or portion of this agreement. In the event of the invalidity of any portion of this agreement, the other portions of this agreement set forth herein shall be deemed independent and divisible and shall remain in full force and effect.

15. **Attorney Fees.** In the event that either party employs an attorney to enforce any of the provisions or terms of this agreement or to protect its interests in any manner arising under this agreement, or to recover damages for the breach of this agreement, regardless of whether litigation is commenced, and including any bankruptcy proceedings, the non-prevailing party agrees to pay the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, incurred or expended.

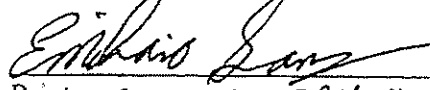
16. **Further Assurances.** Each party will fully cooperate with the other and their respective counsel in connection with any steps required to be taken under this agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this agreement, including but not limited to executing and delivering

instruments and documents to effect the transactions, promises, and agreements made herein.

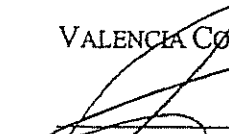
17. **Entire Agreement.** This agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, including without limitation that certain VALENCIA COUNTY COMMUNITY SERVICE MONITOR CONTRACT dated September 9, 2004 between the County, Emiliano Sanchez, Service Monitor, and Magistrate Court, in relation thereto between the parties except as herein expressly set forth.

THIS AGREEMENT IS MADE as of the day and year first written above.

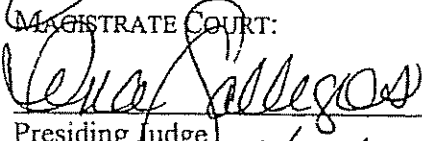
INDEPENDENT CONTRACTOR:


Print: EMILIANO SANCHEZ
Date: 3-19-07

VALENCIA COUNTY:


County Manager
Date: 3/20/07

MAGISTRATE COURT:



Presiding Judge
Date: 3/19/07

June 6, 2012

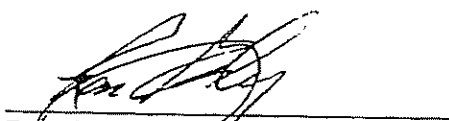
Extension of Community Service Monitoring Contract
Los Lunas Magistrate Court


Mary Andersen, Commissioner

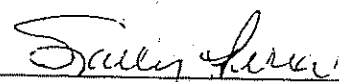
Date: 6-6-2012


Lawrence Romero, Commissioner

Date: 6-6-2012


Ron Gentry, Commissioner

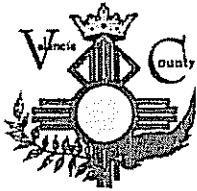
Date: 6-6-2012

Attest: 
Sally Perea, County Clerk

Date: 6-6-2012

BOOK 073 PAGE 301

Don Holliday, Chair, District V Georgia Otero-Kirkham, Vice-Chair, District II
Mary Andersen, District I ♦ Lawrence Romero, District III ♦ Ron Gentry, District IV ♦
Bruce Swingle, County Manager



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
444 LUNA AVENUE ♦ P.O. BOX 1119
LOS LUNAS, NEW MEXICO 87031
OFFICE: 505.866.2014 ♦ FAX: 505.866.3355

FILE COPY

June 6, 2012

Honorable Judge Danny Hawkes
Presiding Judge
Belen Magistrate Court
901 West Castillo
Belen, NM 87002

Re: Extension of Community Service Monitoring Contract

Dear Judge Hawkes:


At its regular meeting on June 6, 2012, the Board of County Commissioners approved an extension of that certain Independent Contractor Agreement, effective 3/15/07 (the "Agreement"), a copy of which is attached to this letter of agreement. If Belen Magistrate Court and the Independent Contractor agree to such extension as proved in this letter of agreement, please so indicate by signing below. Please return to us one of the duplicate originals.

If both of you agree, the Agreement will be extended for a term of one year, from July 1, 2012 to June 30, 2013. The Agreement is not modified except as provided in this letter of agreement.

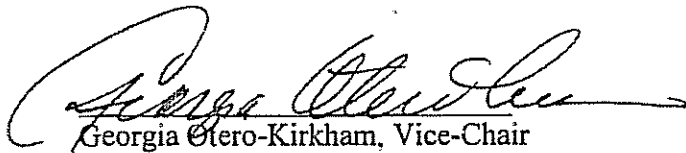
Thank you and if you have any questions or concerns, please do not hesitate to call.

Cordially,

BOARD OF COUNTY
COMMISSIONERS OF VALENCIA COUNTY


Donald Holliday, Chairman

Date: 6.6.2012


Georgia Otero-Kirkham, Vice-Chair

Date: 6.6.2012

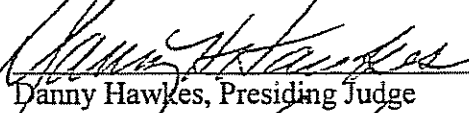
INDEPENDENT CONTRACTOR



Print: George M. Yuen

Date: 6/12/12

MAGISTRATE COURT:


Danny Hawkes, Presiding Judge

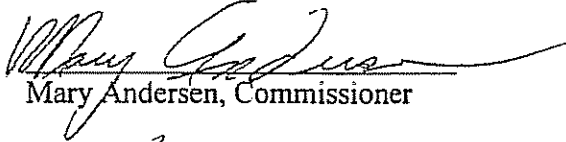
Date: 6/12/2012

(EXHIBIT L)

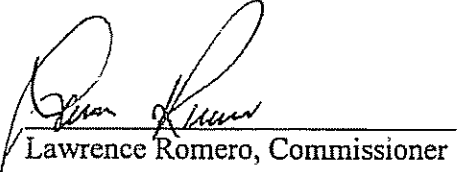
Don Holliday, Chair, District V Georgia Otero-Kirkham, Vice-Chair, District II
Mary Andersen, District I ♦ Lawrence Romero, District III ♦ Ron Gentry, District IV ♦
Bruce Swingle, County Manager

June 6, 2012

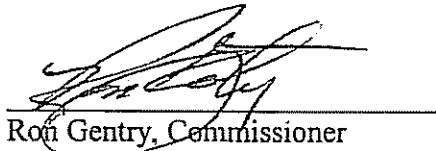
Extension of Community Service Monitoring Contract
Belen Magistrate Court


Mary Andersen, Commissioner

Date: 6.6.2012


Lawrence Romero, Commissioner

Date: 6.6.2012


Ron Gentry, Commissioner

Date: 6.6.2012

Attest: 
Sally Perea, County Clerk

Date: 6.6.2012

Don Holliday, Chair, District V Georgia Otero-Kirkham, Vice-Chair, District II
Mary Andersen, District I ♦ Lawrence Romero, District III ♦ Ron Gentry, District IV ♦
Bruce Swingle, County Manager

BOOK 073 PAGE 000

I II

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the day the last party signs, between Belen Magistrate Court ("Magistrate Court"), the County of Valencia ("Valencia County") and York Enterprises (the "Independent Contractor").

RECITALS:

A. Valencia County desires to assist Magistrate Court by providing some funding for community service monitoring services, as said services are described in this agreement.

B. Independent Contractor is ready, willing and able to provide such community service monitoring services.

C. Magistrate Court has established a community service program and as part of said program desires to utilize and supervise such community service monitoring services.

D. The parties desire to engage Independent Contractor to provide such community service monitoring services, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained below, the parties agree as follows:

1. **Service Term.** Independent Contractor shall provide community monitoring services, as described below, from the above-referenced date, until the 30th day of June, 2007. This agreement may be extended for additional one-year periods not to exceed three (3) additional periods, provided that such extension is in writing signed by the parties.

2. **Services to be rendered.** Independent Contractor shall be responsible for:

- a. Solicit agencies willing to participate in the community service program;
- b. Provide work-site agreements to each community service worker;
- c. Provide accurate timesheet/tracking sheets (indicating the exact time spent) to the Magistrate Court upon completion of the program;
- d. Monitor community service workers to ensure participation;
- e. Report any and all action to the appropriate sentencing court;
- f. Coordinate with the Magistrate Court for the placement and scheduling of the individuals assigned to the community service program; and,
- g. Follow-up on the participants and provide forms of completion indicating an accurate and exact representation of actual community service time spent, or report no-shows, to the Magistrate Court.

3. **Payment for Services.** Independent Contractor shall be paid for services at a rate not to exceed FOUR HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$425.00) every two (2) weeks. There will be no additional reimbursement or payment for vehicle usage, mileage or per diem, or otherwise. Independent Contractor shall submit to the Valencia County

Finance Department itemized invoices detailing the services performed in the time period for which payment is requested. Valencia County shall have thirty (30) days to remit payment to Independent Contractor from the date of submission of the itemized invoice.

4. **Status.** Independent Contractor's status under this agreement shall be that of an independent contractor, and not that of an employee or agent of the Valencia County. Independent Contractor warrants and represents that Independent Contractor has and will comply with all Federal, State and local laws regarding business permits and licenses, insurance, and any other item that may be required of Independent Contractor to perform the services according to this agreement.

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

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

7. **Disclaimer and Hold Harmless.** The Valencia County shall not be liable to the Independent Contractor, or the Independent Contractors successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Independent Contractor's person or property, occurring in connection with Independent Contractor's performance of Independent Contractor's duties according to this agreement. Independent Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Independent Contractor of Independent Contractor's duties according to this agreement.

8. **Indemnity and Hold Harmless.** Independent Contractor shall indemnify, defend, and hold harmless Valencia County, and Valencia County's affiliates, contractors, attorneys, subsidiaries, employees, agents, successors, heirs, estates, subrogees, beneficiaries, executors, administrators, and assigns (and for any person having rights of representation by or through any of them), from and against any and all liabilities, obligations, damages (including punitive damages), losses, costs, judgments, and other expenses (including investigation expenses, attorney's fees and court costs), occasioned by any claim, demand, cause of action, or proceeding, including, but not limited to, any claim, demand, cause of action, or proceeding for violation of constitutional or statutory rights, personal injury to or death of persons, or damage

to or destruction of any property, and whether or not based upon negligence, nuisance, breach of contract, quasi-contract, or strict liability, and whether known or unknown, anticipated or unanticipated, which may be made, asserted, or brought by any person or entity, including without limitation any governmental body, arising out of, resulting from, or based upon the subject matter of the Independent Contractor Agreement. Notwithstanding any rule of construction to the contrary, the parties stipulate that this instrument shall be construed as broadly as possible to effect the full, final, and complete indemnification of all disputes that Valencia County has or may have with any other party arising from the subject matter of the Independent Contractor Agreement.

9. **No Third Party Rights.** This agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants, or advisors.

10. **Time is of the Essence.** Time is of the essence hereof.

11. **Binding Effect.** Upon the execution of this agreement, it shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

12. **Non-Waiver.** Forbearance of enforcement of the rights or remedies of either party under this agreement shall not constitute a waiver or release of any such rights or remedies, or any other rights or remedies. A waiver of a right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

13. **Applicable Law.** This agreement shall be construed according to the laws of the State of New Mexico.

14. **Severability.** Each provision, sentence, or portion of this agreement and shall be separate and distinct from any other provision, sentence, or portion of this agreement. In the event of the invalidity of any portion of this agreement, the other portions of this agreement set forth herein shall be deemed independent and divisible and shall remain in full force and effect.

15. **Attorney Fees.** In the event that either party employs an attorney to enforce any of the provisions or terms of this agreement or to protect its interests in any manner arising under this agreement, or to recover damages for the breach of this agreement, regardless of whether litigation is commenced, and including any bankruptcy proceedings, the non-prevailing party agrees to pay the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, incurred or expended.

16. **Further Assurances.** Each party will fully cooperate with the other and their respective counsel in connection with any steps required to be taken under this agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this agreement, including but not limited to executing and delivering

instruments and documents to effect the transactions, promises, and agreements made herein.

17. **Entire Agreement.** This agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, including without limitation that certain VALENCIA COUNTY COMMUNITY SERVICE MONITOR CONTRACT dated September 9, 2004 between the County, Emiliano Sanchez, Service Monitor, and Magistrate Court, in relation thereto between the parties except as herein expressly set forth.

THIS AGREEMENT IS MADE as of the day of the last signature below:

INDEPENDENT CONTRACTOR:

Yoh Interiors
Print: Yoh Interiors
Date: 3-15-07

VALENCIA COUNTY:

[Signature]
County Manager
Date: 3/15/07

MAGISTRATE COURT:

[Signature]
Presiding Judge
Date: 3/15/07

**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 May 23, 2012 covering vendor bills processed on the above date.
Check # 113467 to 113539 inclusive, for the total of \$140,125.71.

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 6th day of June, 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 M)

Yule

*Delanna
Cassidy*

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

The attached computer printout lists all checks issued by the Managers Office on
May 25, 2012 & June 1, 2012 covering payroll process on the above date.
Direct Deposit Check 25401 thru direct deposit check# 25596 inclusive.
Deduction Check# 113590 thru deduction check# 113621 inclusive.
Payroll Check # 92451 thru payroll check # 92539 inclusive.
Listing total \$ 370,757.44
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 6th day of June, 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 N)

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
May 25, 2012 & June 1, 2012 covering payroll process on the above date.
Direct Deposit Check 25401 thru direct deposit check# 25596 inclusive.
Deduction Check# 113590 thru deduction check# 113621 inclusive.
Payroll Check # 92451 thru payroll check # 92539 inclusive.
Listing total \$ 370,757.44
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.

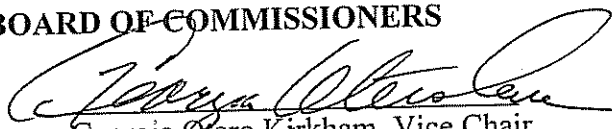
Recommended:


Christina Card, Finance Administrator

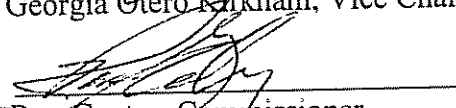
Done this 6th day of June, 2012

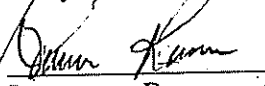
VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair

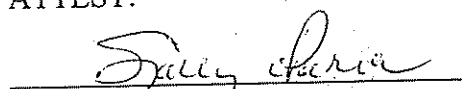

Georgia Otero Kirkham, Vice Chair


Mary Andersen, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT O)

**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 May 30, 2012 covering vendor bills processed on the above date.
Check # 113541 to 113589 inclusive, for the total of \$158,246.37.

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 6th day of June, 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 P)