

**June 27, 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: June 6, 2012 Business Meeting  
June 13, 2012 Emergency Meeting (Fireworks Ban)  
June 15, 2012 Special Meeting (Canvassing)

*Donald Holliday*

**PRESENTATION(S)**

- 5) Valencia County Cooperative Extension Service / Quarterly Reports: **Brenda Velasquez**

**DISCUSSION (Non-Action) ITEM(S)**

- 6) Abolishment of all County Director employment contracts: **Bruce Swingle**
- 7) Review draft of Hospital RFP: **Mike Vineyard**
- 8) 1st Annual VIVA New Mexico Chile Festival: **Adolph Lopez / Mr. & Mrs. Wagner**

**ACTION ITEM(S)**

- 9) Consideration to approve Resolution supporting 1<sup>st</sup> Annual Chile Festival: **Bruce Swingle**
- 10) Consideration to approve the grant/contract for Senior Employment: **Christina Card**
- 11) Consideration to approve direct purchasing contract between NMAAA and Valencia County: **Christina Card**
- 12) Consideration to approve contract between Valencia County and CC Construction for billiard room addition at Belen Senior Center: **Jose Campos**
- 13) Consideration to approve Fund Agreement 13-JAF-33 between DFAS and Valencia County: **Tasa Stromei / Joe Chavez**

**FINANCIAL MATTERS:**

- 14) Consideration of Approval: Payroll / Warrants: **Christina Card**
- 15) Consideration for approval of Year End Transfer Resolution: **Christina Card**

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### **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 Financial Director Contract b. pending or threatened litigation: c. real property: d. other specific Jobs LLC vs. Valencia County 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:**

♦ July 18, 2012 – Business meeting @ 9:30 A.M.

Valencia County Commission Board Room 444 Luna Ave. LL, NM

### **ADJOURN:**

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*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 27, 2012

<b>PRESENT</b>	
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 Romero. Motion carried unanimously.

4) Approval of Minutes: June 6, 2012 Business Meeting

June 13, 2012 Emergency Meeting (Fireworks Ban)

June 15, 2012 Special Meeting (Canvassing)

Commissioner Andersen moved for approval of the minutes of June 6, 2012 Business Meeting, June 13, 2012 Emergency Meeting (Fireworks Ban) and June 15, 2012 Special Meeting (Canvassing). Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

### PRESENTATION(S)

5) Valencia County Cooperative Extension Service / Quarterly Reports – Brenda Velasquez / Laura Bittner

Valencia County Cooperative Extension Services Home Economist Laura Bittner presented the quarterly report for the agents from the Extension Services Office. The areas that Ms. Bittner covered was the 4-H Program for Agent Vera Gibson and the Agriculture Program for Agent Kyle Tator and Ms. Bittner also gave a brief report on some of her programs such as the Foot-in-the-Door Program, The Jobs Seeking Re-entry Program, I Can Program and other current and up coming activities.

### DISCUSSION (Non-Action) ITEM(S)

6) Abolishment of all County Director Employment Contracts – Bruce Swingle

Valencia County Manager Bruce Swingle said the county has some directors under contract and some that are not on contract and that makes it makes it difficult to address personnel issues. The county is looking at reorganizing and that can't be done because of existing contracts. He asked if the commission would consider abolishing those contracts in the near future and those employees would become exempt employees. He would still have to consult with the attorneys on the process but it can be done fairly rapid. There's not one county that he's aware of that uses contracts for anyone other than the county manager.

Mr. Swingle said the commission would have input and guidance but it would be like all other personnel, they would be under the manager. They would be like any other employee within the organization. It's hard to be an administrator of half the staff and have involvement with the senior officials that he really needs to have involvement with and have some latitude in working with them, he can't, but he can with the employee's.

Commissioner Gentry said If we do this the only person that will work at the will of the commission is the manager and everyone else will work at the will of the manager, and then they will have all the benefits, the recourse as classified employee. Wouldn't that include overtime by state and federal law?

County Attorney Adren Nance stated according to the Fair Labor Standards Act, it doesn't necessarily matter whether they're a contract employee or not. You can do an analysis under the Fair Labor Standards Act which basically our directors do not fall

under that, they are exempt and do not get overtime. We're talking apples and oranges here, the overtime is not an issue, what the change will be is that currently the commission can dismiss employee's without a grievance and if this were to change without a contract they would have to be treated like the other employees where they would have the progressive disciplinary process applied. That's the difference.

**7) Review Draft of Hospital RFP – Mike Vinyard**

Mr. Vinyard said he was asked to draw-up an RFP for a twenty bed hospital and has prepared the best draft document he could come up with given the information he had available. The intent of this draft is for discussion, it is certainly no where near ready for release. Any questions associated with this RFP draft would have to be resolved before it can be put to use. The commissioners had concerns and questions on the RFP draft and Mr. Vinyard asked that those questions be funneled through the county manager and forward them to him. Then they can bring everyone in on a one-to-one basis as the manager feels is appropriate and go through things as they go about revising the RFP.

**8) 1<sup>st</sup> Annual VIVA New Mexico Chile Festival – Adolph Lopez / Mr. & Mrs. Wagner**

Mr. Adolph Lopez representing the Village of Los Lunas said the Village of Los Lunas has approved a resolution in support of Mr. and Mrs. Wagner's 1<sup>st</sup> Annual Viva New Mexico Chili Festival. The Village and the Wagner Farms have been working together to help them with their event and respectfully the Village understands that their property is not within the village limits but within the county. The Village wants to work with the county to help the Wagner's make this event a success for Valencia County.

Mrs. Wagner said the participation they have been getting from the community has been tremendous and an opportunity for the local business and farmers to promote their chili and products at this event. This has been approved as a Centennial Event which will help in promoting Valencia County and they will be featured on the September issue of the New Mexico Magazine as an "Eatable Adventure."

County Manager Bruce Swingle informed the commission that Valencia County had received the Rap Award for the fourth year at the Association of Counties Conference. This was presented to Valencia County for successfully completely year four of the program in which the county reduced it's multi line claims by 32.4%, automobile claims by 10% and Law Enforcement Liability Claims by 14.3%. There was an increase on the County's Workmen Comp.

IT Director Lawrence Esquibel graduated from the New Mexico Edge NMSU County College Program. Mr. Swingle congratulated Mr. Esquibel on receiving his Certified Public Supervisor's certification.

A basket representing a reflective of Valencia County was donated for the give-a-way at the conference and he thanked the employee's that contributed to providing items to that basket.

Mr. Swingle said he has received notice that the Middle Rio Grande Conservative District has closed the Bosque for Valencia, Sandoval and Socorro Counties and it's a partial ban of closure in Bernalillo County.

A cycle of Professionalism Training has been completed for the county employees and some elected official. The Sheriff's Department is yet to go through the training but that will be scheduled when Sheriff Burkhard returns from his trip. It went well and was a very positive experience for the Valencia County employee's.

**ACTION ITEMS(S)**

**9) Consideration to Approve Resolution 2012-21 Supporting 1<sup>st</sup> Annual Chile Festival – Bruce Swingle.**

Commissioner Andersen moved for approval of Resolution 2012-21 supporting the 1<sup>st</sup> Annual Chile Festival. Seconded by Commissioner Gentry. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-21. (SEE EXHIBIT A)

**10) Consideration to Approve the Grant / Contract for Senior Employment – Christina Card.**

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

**11) Consideration to Approve Direct Purchasing Contract between NMAAA and Valencia County – Christina Card.**

Minutes of June 27, 2012 Business Meeting

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

12) Consideration to Approve Contract between Valencia County and CC Construction for Billiard Room Addition at Belen Senior Center – Jose Campos. Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT D)

13) Consideration to Approve Fund Agreement 13-JAF-33 between DFAS and Valencia County – Tasa Stromei / Joe Chavez. Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT E)

#### **FINANCIAL MATTERS:**

14) Consideration of Approval – Payroll / Warrants – Christina Card. Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBITS F-H)

15) Consideration for Approval of Year End Transfer Resolution 2012-22 - Christina Card. Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT I)

County Clerk Sally Perea announced Resolution 2012-22.

#### **PUBLIC COMMENT:**

None

#### **EXECUTIVE SESSION**

Pursuant to Section 10-15- (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) personnel - consideration of Financial Director Contract b.) pending or threatened litigation c.) real property d.) other specific –Jobs LLC vs. Valencia County limited topics that are allowed or authorized under the stated statute.

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

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

County Attorney Adren Nance stated items discussed in Executive Session were limited to the matters in the motion for disclosure which were Jobs LLC vs. Valencia County and Finance Director. No final action was taken.

Commissioner Otero-Kirkham moved for approval of the summary as stated by counsel. Seconded by Commissioner Romero. Roll call, Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

#### **NEXT COMMISSION MEETING:**

Next Special Meeting of the Valencia County Board of County Commission will be advertised for July 2, 2012 at 1:30 P.M. in the County Commission Room at the Valencia County Courthouse.

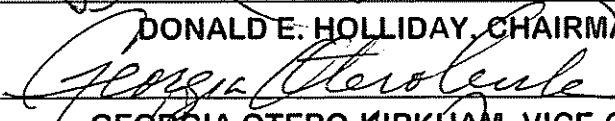
#### **11) Adjournment**


Commissioner Andersen moved for adjournment. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. TIME: 11:37 A.M.


**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the June 27, 2012 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

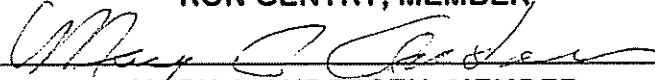
**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DONALD E. HOLLIDAY, CHAIRMAN

  
\_\_\_\_\_  
GEORGIA OTERO-KIRKHAM, VICE-CHAIR

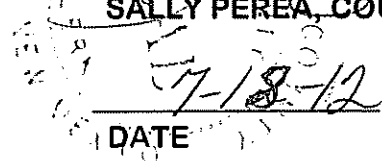
  
\_\_\_\_\_  
LAWRENCE R. ROMERO, MEMBER

  
\_\_\_\_\_  
RON GENTRY, MEMBER

  
\_\_\_\_\_  
MARY J. ANDERSEN, MEMBER

ATTEST:

  
\_\_\_\_\_  
SALLY PEREA, COUNTY CLERK

  
7-18-12  
DATE

**VALENCIA COUNTY**  
**RESOLUTION SUPPORTING THE FIRST ANNUAL VIVA NEW MEXICO CHILE FESTIVAL**  
**IN LOS LUNAS, NEW MEXICO**  
**( 2012-21 )**

**WHEREAS**, the Board of County Commissioners met at a duly noticed and advertised meeting on June 27, 2012 at 10 a.m. in the Valencia County Administration Building located at 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

**WHEREAS**, NMSA 1978, Section 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

**WHEREAS**, the Board of County Commissioners of the County of Valencia recognizes that the Middle Rio Grande Valley is home to some of the best chile growing land in the State of New Mexico; and

**WHEREAS**, Wagner’s Farmland Experience (an agricultural business operation bordering the northern boundary of the Village of Los Lunas) has requested a resolution in support of a Chile Festival from September 7-9, 2012 for a three day community special event; and

**WHEREAS**, this year is the 100<sup>th</sup> Anniversary of the State of New Mexico and the Chile Festival is in honor of both the Anniversary and the rich farming tradition of the State and will include neighboring Valencia County farmers, local agricultural groups, the 4H Club, and civic groups from Los Lunas; and

**WHEREAS**, Chile Farmers of this region have joined together to host the first annual VIVA New Mexico Chile Festival on September 8th and 9th, 2012, which will serve as a celebration of the New Mexico Centennial, and to honor the rich farming traditions of the County and the New Mexico state crop, chile.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT** the Board of County Commissioners expresses its most sincere support of the First Annual VIVA New Mexico Chile Festival, to be held September 8th and 9th, 2012, in Los Lunas, New Mexico.

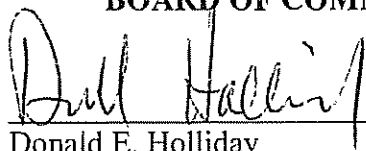
( EXHIBIT A )  
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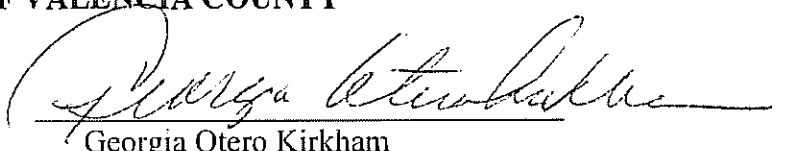
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PASSED, APPROVED, AND ADOPTED THIS 27TH DAY OF JUNE, 2012.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY



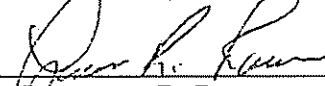
Donald E. Holliday  
Chair, District V



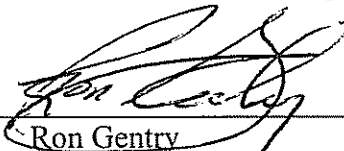
Georgia Otero Kirkham  
Vice-Chair, District II



Mary J. Andersen  
Commissioner, District I

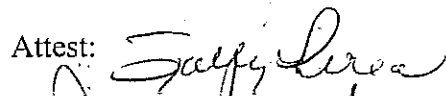


Lawrence R. Romero  
Commissioner, District III



Ron Gentry  
Commissioner, District IV

Attest:





Sally Perea, County Clerk



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

**Senior Employment Program  
CONTRACT**

This Agreement is made and entered into this **1<sup>st</sup> day of July, 2012** by and between the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging, hereinafter referred to as the "NCNMEDD/ Non-Metro Area Agency on Aging" and **Valencia County**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor will administer a State Funded Senior Employment Program following established New Mexico Aging & Long Term Services Department (ALTSD) and NCNMEDD, Non-Metro Area Agency on Aging Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Contractor will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act Section 518 Paragraphs (3) and (4) as implemented at 20 CFR Part 641 (as amended). Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized by NCNMEDD/Non –Metro Area Agency on Aging.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will also offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave. Annual and sick leave accrual rates must be at least at the rate approved in the NCNMEDD/Non-Metro Area Agency on Aging Employment Program Guidelines. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked. A maximum of 40 hours annual leave can be accrued or carried over into another fiscal year. A maximum of 120 hours of sick leave can be accrued or carried over into another fiscal year.

( EXHIBIT B )

- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for 4 half-time positions during the contract period beginning July 1, 2012.
- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the NCNMEDD/Non-Metro Area Agency on Aging.
- H. The Contractor will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the NCNMEDD/Non-Metro Area Agency on Aging. **Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, annual and sick leave accruals by enrollee will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the NCNMEDD/Non-Metro Area Agency on Aging.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will employ and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor will report all on-the-job accidents by calling NCNMEDD /Non-Metro Area Agency on Aging within twenty-four (24) hours. Complete a workers compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will encourage each enrollee to undergo a brief medical examination yearly. A completed physical exam report form or waiver of that examination must be submitted to the NCNMEDD/ Non-Metro Area Agency on Aging. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September

depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the enrollee, if necessary, to make arrangements for the examination.

- N. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- O. The Contractor will ensure supervisors and necessary staff as determined by NCNMEDD/Non-Metro Area Agency on Aging are available for annual on-site assessment and monitoring visits conducted by the NCNMEDD Non-Metro Area Agency on Aging .
- P. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour without prior approval from NCNMEDD/Non-Metro Area Agency on Aging and NMALTSO.
- R. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- T. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- U. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2013 to NCNMEDD/Non-Metro Area Agency on Aging for review and approval.
- V. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- W. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- X. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- Y. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Z. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.

- AA. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- BB. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- CC. The Contractor will notify the NCNMEDD/ Non-Metro Area Agency on Aging of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.
- DD. The Contractor will cooperate and coordinate with NCNMEDD /Non-Metro Area Agency on Aging regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.
- EE. The Contractor will support the Enrollee Bill of Rights, which is incorporated into this agreement by reference.
- FF. The Contractor will immediately notify the NCNMEDD/Non-Metro Area Agency on Aging Senior Employment Manager of any enrollee resignations, terminations, or vacancies.

To assist the Contractor, the NCNMEDD/Non-Metro Area Agency on Aging will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- E. Re-certify the eligibility of all enrollees on an annual basis.
- F. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- G. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

2. Compensation and Method of Payment

The NCNMEDD Non-Metro Area Agency on Aging will compensate the Contractor an amount not to exceed (\$34,724.00) for the provision of services.

Payment will be made as follows:

A. General Appropriations Act: The NCNMEDD/Non-Metro Area Agency on Aging shall pay the Contractor an amount not to exceed \$34,724.00 for the provision of services.

B. The Contractor shall bill the NCNMEDD/Non-Metro Area Agency on Aging each month for services rendered in the previous month in a format determined by the NCNMEDD/Non-Metro Area Agency on Aging. In no event shall any assessment or charge be made against the NCNMEDD/ Non-Metro Area Agency on Aging for extra fees, interest, or penalties, nor shall the NCNMEDD/Non-Metro Area Agency on Aging's failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the NCNMEDD/Non-Metro Area Agency on Aging are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The NCNMEDD/Non-Metro Area Agency on Aging reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the NCNMEDD/Non-Metro Area Agency on Aging, exists.

C. Payments to the Contractor may be withheld or denied by the NCNMEDD/Non-Metro Area Agency on Aging for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the NCNMEDD/Non-Metro Area Agency on Aging harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the NCNMEDD/Non-Metro Area Agency on Aging of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2012, and terminate on June 30, 2013, unless terminated pursuant to Paragraph 5, below.

5. Termination

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

6. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the NCNMEDD/ Non-Metro Area Agency on Aging and are not employees of the State of New Mexico or of NCNMEDD /Non-Metro Area Agency on Aging. The Contractor, his agents, and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. 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 NCNMEDD/ Non-Metro Area Agency on Aging.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCNMEDD/Non-Metro Area Agency on Aging.

9. Record

The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the NCNMEDD/Non-Metro Area Agency on Aging, the Department of Finance and Administration, and the State Auditor. The NCNMEDD/ Non-Metro Area Agency on Aging shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the NCNMEDD/Non-Metro Area Agency on Aging to recover excessive, improper, or illegal payments.

10. Audit

The Contractor will provide a financial and compliance audit report to the NCNMEDD/Non-Metro Area Agency on Aging covering the period July 1, 2012 to June 30, 2013. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined Federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both Federal and State funds under this contract. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend less than \$500,000 in combined Federal awards, shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the

State Auditor, only a fair allocation of State funds within this contract may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate Federal title or program, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.

- C. Non-Governmental contractor or subcontractors, who expend between \$25,000 in state and federal funds combined and less than \$500,000 in Federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the State funds awarded under this contract. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors, that expend less than \$25,000 in combined Federal and State dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entities fiscal year.
- F. The Contractors independent auditor shall be made aware of Office of Management and budget Circular (OMB) A-87, Cost Principles for State, Local, and Indian Tribal Governments, and OMB A-122, Cost Principles for Nonprofit Organizations in determining the allowability of costs.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the NCNMEDD/Non-Metro Area Agency on Aging to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Liability Release

- A. The Contractor shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978, as amended if applied.
- B. The Contractor, upon final payment of the amount due under this Agreement, releases the NCNMEDD/Non-Metro Area Agency on Aging, its officers and employees, and the State of New Mexico from all liabilities, claims, and

obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Product of Services: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the NCNMEDD/Non-Metro Area Agency on Aging no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

15. 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 Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, color, national origin, ancestry, sex, age, religion or handicap:

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;



- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
- G. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.

17. Confidentiality

The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the NCNMEDD/Non-Metro Area Agency on Aging or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.

18. Amendment

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

19. Merger

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

20. Penalties for violation of law.

The Contractor shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A., 1978. The Procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Scope of Agreement  
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
22. Applicable Laws  
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.
23. Workers' Compensation  
The Contractor agrees to comply with state laws and rule 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 contracting agency.
24. Other Provisions: Compliance with Grant Conditions.  
The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.
25. Invalid Term or Condition.  
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
26. Enforcement Of Agreement.  
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
27. Notices.  
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

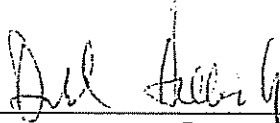
**Agency:**  
NCNMEDD  
Attn: Jenny Martinez  
P.O. Box 5115  
Santa Fe, NM 87502

**Contractor:**  
Bull Hill  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Authority.  
If Vendor is other than a natural person, the individual(s) signing this Agreement on behalf of Vendor represent and warrant that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.
29. Signatures  
For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

**Valencia County**

*Legal Name of Vendor/Contractor*



*Signature*

*Donald E. Delidag*

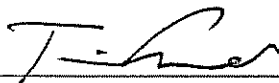
*Printed/Typed Name of Signatory*

*6-27-2012*

*Date*

**NCNMEDD – Non Metro Area Agency  
on Aging**

*Name of Area Agency on Aging*



*Signature*

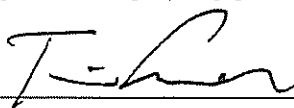
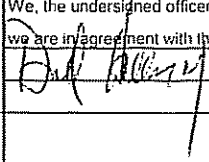
*Tim Armer, Executive Director*

*Printed/Typed Name of Signatory*

*JUN 10 2012*

*Date*

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)  
SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE	
PHONE:		FROM: 07/01/2012 TO: 06/30/2013		New/Cont: X Revision: Other:		06/06/12	
Indirect Cost		Fund: 110		COMPUTATION OF GRANT			
% of S		Title of Project: SEP		1. Estimated Total Cost ..... \$34,724.00			
DESCRIPTION		TOTAL		STATE		2. LESS Anticipated Project Income ..... \$0.00	
Administration						3. Estimated Net Cost ..... \$34,724.00	
Admin Fees		\$0.00		\$0.00		4. Non-federal and Non-state Share of Net Cost ..... \$0.00	
Subtotal		\$0.00		\$0.00		5. Project Income (Used as Match) ..... \$0.00	
Enrollee Costs		\$34,724.00		\$34,724.00		6. Federal Share of Net Cost ..... \$0.00	
Enrollee Wages						7. State Share of Net Cost ..... \$34,724.00	
Care & Support		0.00		0.00		0. Federal/State Shares will be Comprised of:	
Subtotal		\$34,724.00		\$34,724.00		a. Federal/State grant unearned in previous FY Federal: 0.00	
Grand Total		\$34,724.00		\$34,724.00		project year(s) FY State: 0.00	
PERCENT OF TOTAL COST		100%		100%		b. Carry Over 0.00	
						c. New Obligation Authority Herein Awarded FY State: \$34,724.00	
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>							
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"><li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li><li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li><li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li><li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li><li>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</li><li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li><li>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li><li>8. Inventory of project equipment will be maintained and submitted as requested.</li><li>9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li></ol>							
Signature of Area Agency on Aging Authorizing Official:  Date: JUN 10 2012				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.  Date: 6-27-2012			
Tim Armer, Executive Director				Date:			

## NOTIFICATION OF GRANT AWARD

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

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

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

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

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

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

NCNMEDD Non-Metro Area Agency on Aging  
Authorizing Official

*Tim Arner* JUN 10 2012

Signature: Tim Arner, Executive Director Date:

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

Signature: *Dan H. Kelly* Date: 6-27-2012

Signature: Date:

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

Valencia County, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

**1. SCOPE OF SERVICES.**

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

Service:

Congregate Meals  
Home Delivered Meals  
Homemaker/Housekeeping  
Adult Day Care  
Respite  
Transportation  
Assisted Transportation  
IIID Health Promotion Activities (Evidenced-Based)  
    Health Education/Training  
    Health Screening  
    Health Physical Fitness/Exercise  
Chore Services  
Case Management  
Other Health Promotion Activities (Non IIID)  
IIIE Family Caregiver Support Program

Service Definitions:

**Congregate Meals** – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary

( EXHIBIT C )

Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

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

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

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

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

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

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

**Assisted Transportation** – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting

the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

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

**Health Education/Training** – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

**Health Screening** – Pre-nursing home admission screening and/or routine health screening.

**Physical Fitness/Exercise** – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

**Title IIID Health Promotion Activities (Evidence-Based)** – Education and implementation activities that support healthy lifestyles and promote healthy behaviors. Evidence-based is a graduated or tiered set of criteria used to define evidence-based interventions implemented through Older Americans Act funding. While the goal is for all title IIID activities to move toward meeting the highest level criteria, programs meeting minimal or intermediate criteria will meet FY 2012 requirements.

**Minimal Criteria** – 1) Demonstrated through evaluation to be effective for improving health and well-being or reducing disease, disability and/or injury among older adults; and 2) Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

**Intermediate Criteria** – 1) Meets minimal criteria; 2) Published in a peer-review journal; 3) Proven effective with the older adult population, using some form of control condition (such as pre-post study or control group); and 4) Some basis in translation for implementation by community-based organizations.

**Highest-level Criteria** – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

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



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

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

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

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

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

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

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

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIIE)	One Hour

Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IID/Non-IID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
III Access Assistance	One Contact
III Counseling	One Session per Participant
III Information Services	One Activity
III Supplemental Services	One Distribution Event

Service Area: **Valencia County**

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

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$408,227**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$42,540** from Title III-B of the OAA;
2. **\$85,761** from Title III-C1 of the OAA;
3. **\$26,362** from Title III-C2 of the OAA;
4. **\$-** from Title III-D of the OAA;
5. **\$-** from Title III-E of the OAA; and
6. **\$253,564** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$5.446	\$3.9168	38000	900
Home Delivered Meals	\$5.6628	\$2.5624	76500	400
Transportation	\$7.325	\$4.6934	14000	240
Assisted Transportation	\$	\$		
Case Management	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Homemaker/Housekeeping	\$	\$		
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$		
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
<b>NFCSP – Family Caregivers: Elderly</b>				
CG - Counseling	\$	\$		
CG – Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		
<b>NFCSP – Family Caregivers: Grandchildren</b>				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$		
CG - Assistance	\$	\$		

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

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

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

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

## 2. **TERMS OF AGREEMENT.**

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

A. The Vendor agrees to:

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

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Submit timely and accurate information necessary for reimbursement.
  - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
  - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15<sup>th</sup> working day of the month following the end of the quarter.
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
11. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a

general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

### 3. ASSURANCES.

#### A. *Americans with Disabilities Act of 1990 –*

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

#### B. *Section 504 of the Rehabilitation Act of 1973 –*

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

#### C. *Age Discrimination in Employment Act of 1967 –*

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

#### D. *Drug Free Workplace*

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

#### E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

#### F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2011 through June 30, 2012. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with

generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

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

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

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

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which



have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

#### **4. TERM.**

This Agreement shall begin on July 1, 2012 and terminate on June 30, 2013, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

#### **5. TERMINATION.**

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

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

**6. BREACH OF AGREEMENT BY VENDOR.**

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

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

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

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

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law

**7. APPROPRIATIONS.**

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

**8. STATUS OF VENDOR.**

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

**9. ASSIGNMENT.**

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

**10. SUBCONTRACTING.**

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

**11. RELEASE.**

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

**12. CONFIDENTIALITY.**

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

**13. PRODUCT OF SERVICE – COPYRIGHT.**

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

**14. CONFLICT OF INTEREST.**

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

**15. AMENDMENT.**

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

**16. MERGER.**

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

**17. PENALTIES.**

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

**18. APPLICABLE LAW.**

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

**19. WORKERS COMPENSATION.**

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

**20. RECORDS AND FINANCIAL AUDIT.**

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

**21. INDEMNIFICATION.**

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

**22. INTERNAL DISPUTE MEDIATION.**

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

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor to resolve any dispute pursuant to the procedures set

forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.

6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**23. PARTICIPANT GRIEVANCE.**

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**24. KEY PERSONNEL.**

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

1. Program Director
2. Financial Manager

**25. INVALID TERM OR CONDITION.**

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

**26. ENFORCEMENT OF AGREEMENT.**

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

**27. NOTICES.**

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

**AGENCY:**

NCNMEDD  
Attn: Jenny Martinez  
PO Box 5115  
Santa Fe, NM 87502

**VENDOR:**

Quil McIntyre  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28. INSURANCE.**

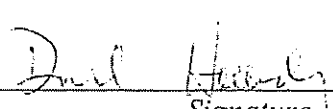
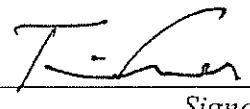
The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers'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

**29. AUTHORITY.**

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

**30. SIGNATURES.**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

<u>Valencia County</u> <i>Legal Name of Vendor</i>	<u>NCNMEDD</u> <u>Non-Metro Area Agency on Aging</u> <i>Name of Area Agency on Aging</i>
 <i>Signature</i>	 <i>Signature</i>
<u>Daniel Hernandez</u> <i>Printed/Typed Name of Signatory</i>	<u>Tim Armer, Executive Director</u> <i>Printed/Typed Name of Signatory</i>
<u>6-27-2012</u> <i>Date</i>	<u>JUN 18 2012</u> <i>Date</i>

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

GRANTEE: Valencia County ADDRESS:  PHONE:				APPROVED BUDGET PERIOD		Grant/Action		NGA DATE 5.30.12
						New/Cont:	X	
				FROM: 7/1/2012 TO: 6/30/2013		Revision:		
						BAR:		
						Other:		
DESCRIPTION		FEDERAL	STATE	LOCAL		PROJ. INC.		TOTAL
Title IIIB	Access	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400		\$ 98,808
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Community All Other	\$ -		\$ -	\$ -	\$ -		\$ -
Subtotal		\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400		\$ 98,888
Title IIIC1	Meal Costs	\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,006		\$ 206,950
	Subtotal	\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,006		\$ 206,950
Title IIIC2	Meal Costs	\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915		\$ 433,210
	SubTotal	\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915		\$ 433,210
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Title IIIE	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
DEMONSTRATON GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
SUB TOTALS	Title IIIB	\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,400		\$ 98,888
	Title IIIC1	\$ 85,761	\$ 63,078	\$ 38,105	\$ -	\$ 20,006		\$ 206,950
	Title IIIC2	\$ 26,362	\$ 169,664	\$ 205,269	\$ -	\$ 31,915		\$ 433,210
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
GRAND TOTAL		\$ 154,663	\$ 253,564	\$ 276,500	\$ -	\$ 54,321		\$ 739,048
COMPUTATION OF GRANT		8.Federal/State Shares will be comprised of:						
1.EstimatedTotal Cost.....	\$ 739,048	a.Federal/State		FY 20 __	Federal			
2.LESS Anticipated Proj. Inc.	\$ 54,321	grant unearned			State			
3.Estimated Net Cost.....	\$ 684,727	in previous project year(s)						
4.Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal			
5.Proj. Inc. (Used as Match).....	\$ 54,321				State			
6.Federal Share of Net Cost.....	\$ 154,663							
7.State Share of Net Cost....	\$ 253,564	c. New Obligational		FY-	Federal		\$ 154,663	
		Authority Herein Awarded			State		\$ 253,564	



NOTIFICATION OF GRANT AWARD


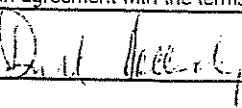
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

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

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

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

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

Project records will be preserved and kept available to federal and state auditors at the following address:	
NCNMEDD Non-Metro Area Agency on Aging Authorizing Official 	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. Signature:  Date: 6-27-2012
Signature: Tim Arner, Executive Director	Date:
Signature:	Date:

## ASSURANCES

*Revised to incorporate the 2000 Reauthorization of the Older Americans Act*

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

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

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

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

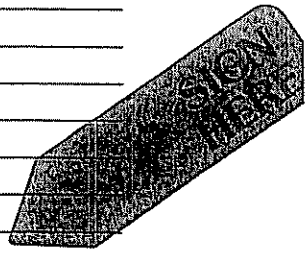
The grantee provides that it will facilitate the coordination of community-based, long-term care services designed to enable older individuals to remain in their homes, by means including:

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

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

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

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

[illegible]

- DECK 07E PAGE 360

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

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

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

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


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

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

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

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

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

  
\_\_\_\_\_  
Grantee Authorized Individual

6-27-2012  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

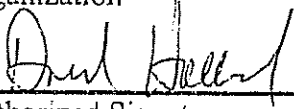
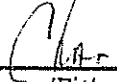
## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

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



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

Organization	State
	
Authorized Signature	Title
	Date
	6-27-2012

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

**Certification for Contracts, Grants, Loans,  
And Cooperative Agreements**

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

Organization		State
		6-27-2012
Authorized Signature	Title	Date

Non-Metro Area Agency on Aging  
Summary of Budgeted Revenues - Without SEP & NSIP  
FY 2012/2013

Date: 6/21/12 AAA for Title III Contract

Contractor:	Valencia County	Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt	Adult Day Care	Chore	Homemaker	Health Education Training	Physical Fitness/ Exercise	Meals Screening	Home Safety	Medication Management	Repairs/ Reproduct of Equip	Respite Elders Caring at Seniors	Access Assistance	Counseling	Information Services	Supplemental Services	TOTAL
		Federal Title IIIA			\$ 42,540																	\$ 42,540
		Federal Title IIIC1	\$ 85,761																			\$ 85,761
		Federal Title IIIC2		\$ 20,362																		\$ 20,362
		Federal Title IIID																				\$ -
		Federal Title IIIE																				\$ -
		State																				\$ -
		Local Cash (City/County/Town)	\$ 61,078	\$ 169,664	\$ 20,822	\$ -				\$ -												\$ 253,564
		Fundraising	\$ 28,105	\$ 205,269	\$ 33,126																	\$ 276,500
		Other Grants/Foundations																				\$ -
		In-Kind	\$ 35,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
		Program Income:																				\$ -
		Transportation:			\$ 2,400																	\$ 2,400
		Housekeeping:																				\$ -
		Adult Day Care:																				\$ -
		Other:																				\$ -
		Confederate Meals Donations	\$ 20,008																			\$ 20,008
		Home Delivered Donations		\$ 31,915																		\$ 31,915
		Other:																				\$ -
		TOTAL:	\$ 241,950	\$ 463,210	\$ 98,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 803,048
		Projected Units	\$ 30,000	\$ 76,500	\$ 14,000																	\$ -
		Total Cost of Service	\$ 6,36711	\$ 6,05503	\$ 7,05343																	\$ -
		Total Cost of Service w/o In-Kind	\$ 5,44605	\$ 5,66288	\$ 7,05343																	\$ -
		Funding %:																				
		Federal Title IIIA	0.00000%	0.00000%	4.71111%																	
		Federal Title IIIC1	25.4517%	0.00000%	0.00000%																	
		Federal Title IIIC2	0.00000%	0.00000%	0.00000%																	
		Federal Title IIID	0.00000%	0.00000%	0.00000%																	
		Federal Title IIIE	0.00000%	0.00000%	0.00000%																	
		State	20.0750%	36.0770%	21.0314%																	
		Local Cash (City/County/Town)	15.7401%	44.3146%	34.4160%																	
		Fundraising	0.00000%	0.00000%	4.4444%																	
		Other Grants/Foundations	0.00000%	0.00000%	0.00000%																	
		In-Kind	14.0350%	6.4762%	0.00000%																	
		TOTAL %:	100.0000%	100.0000%	100.0000%																	
		OAA Title III Contract Cost	\$ -	\$ -	\$ 10,457																	\$ 10,457
		Federal Title IIIA	\$ 2,2507	\$ -	\$ -																	\$ 2,2507
		Federal Title IIIC1	\$ -	\$ 0.0000	\$ -																	\$ -
		Federal Title IIIC2	\$ -	\$ -	\$ -																	\$ -
		Federal Title IIID	\$ -	\$ -	\$ -																	\$ -
		Federal Title IIIE	\$ -	\$ -	\$ -																	\$ -
		State	\$ 1,0000	\$ 2,4163	\$ 4,0327																	\$ 7,4490
		TOTAL Federal & State	\$ 3,2507	\$ 2,4163	\$ 8,4854																	\$ 14,1524



**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

1 - Owner  
1 - Contractor  
1 - Architect/Engineer

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties as follows

**Valencia County**  
**444 Luna Avenue**  
**P. O. Box 1119**  
**Los Lunas, NM 87031**

Telephone: 505-866-2003  
FAX: 505-866-2424

**C.C. CONSTRUCTION**

**908 SOUTH MESA RD**  
**BELEN, NM 87002**

Telephone: **505-864-0194**  
FAX: **505-864-0194**

**VALENCIA COUNTY**  
**OLDER AMERICANS PROGRAM**  
**BELEN SENIOR CENTER**  
**BILLIARD ROOM ADDITION**

VCB-FY12-504

John Kirkpatrick, Architect  
PO Box 1473  
Los Lunas, NM 87031  
(505) 865-0111

( EXHIBIT D )

AGREEMENT - 00500-1

BOOK 073

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I II

## RECITALS

~~WHEREAS, the voters of Valencia County have authorized a General Obligation bond issue and have funded the above referenced Project pursuant to said statutory authority; and [A1]~~

WHEREAS the Owner, ~~through its Chairman~~, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS the Owner has let this contract according to the established State purchasing procedures for contracts of the type and amount let; and

WHEREAS award of the construction contract on this Project was approved by the Board at its meeting of \_\_\_\_\_;

The OWNER and the CONTRACTOR agree as set forth below.

## ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- ☐ Bid Form
- ☐ This Agreement
- ☐ Performance Bond
- ☐ Labor and Material Payment Bond
- ☐ Agent's Affidavit
- ☐ Certificate of Insurance
- ☐ Assignment of Antitrust Claims
- ☐ Notice of Award
- ☐ Notice to Proceed
- ☐ Conditions of the Contract (General, Supplementary, and Other Conditions)
- ☐ Drawings
- ☐ Specifications
- ☐ All Addenda Issued Prior to and All Modifications Issued after Execution of this Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

## ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract for the following:

Belen Senior Center/Billiard Room Addition

## ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than One Hundred (100) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of **Two Hundred Dollars (\$200.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

## ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of One Hundred Sixty One Thousand, One Hundred and Seventy nine Dollars (\$161,179.00).

The Contract sum is determined as follows:

Base Bid	\$ <u>149,500.00</u>
Alternatives (if any)	\$ _____
NM GRT @ <u>7.8125</u> %	\$ <u>11,679.00</u>
Contract Sum	\$ <u>161,179.00</u>

## ARTICLE 5 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the

AGREEMENT - 00500-2

Contractor as provided in the Contract for the period ending the 5<sup>th</sup> day of the month as follows:

Not later than twenty-one (21) working days following receipt by the Owner of the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project: N/A.

For the purposes of this Agreement, the date payment is due shall include, in addition to the twenty-one working days provided in this article, the additional seven-day period provided in the General Conditions of the Contract for Construction.

#### ARTICLE 6 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

#### ARTICLE 7 - GENERAL AND SPECIAL PROVISIONS

This Agreement shall be governed exclusively by the

provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

This Agreement shall not become effective until approved by Director/Chairman; and signed by all parties required to sign this Agreement.

The Contractor and his agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Notices. All notices herein provided to be given, or which may be given, by either party to the other shall

AGREEMENT - 00500-3

be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of

any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

Enumeration of Contract Documents. The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

AGREEMENT - 00500-4

The bound set of construction drawings consisting of twelve (12) sheets bearing the Architect/Engineer of record and dated 4/2012.

Addendum #1 dated 5/2012.

The following documents bound in the Project Manual dated April, 2012:

<u>Documents</u>	<u>Pages</u>
Bid Form	00300-1 - 4
Agreement between Owner and Contractor	00500-1 - 5
Performance Bond	00600-1 - 2

Labor and Material Payment Bond	00600-3 - 4
Agent's Affidavit	00600-5
Certificate of Insurance	00600-6

Assignment of Antitrust Claims	00600-7
Notice of Award	00600-8 - 9
Notice to Proceed	00600-10

General Conditions (ALA-2007)	00700 (38 pages)
Modifications to General Conditions	00800-1-7
Additional Conditions	00800-7-9
TECHNICAL SPECIFICATIONS	
Division 1 thru Division 16	

Contract No. \_\_\_\_\_

Project No. VCB-FY12-504

REVIEWED:

As to Legal Form and Sufficiency

Legal Counsel

By: [Signature]

Printed Name: Donald M. Peto

Title: Counsel Attorney Date: 6/27/12

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR

By: [Signature]

Title: Owner Date: 6/16/2012

Federal Identification Number: 85-0306117

State CSI Number: 91-898589-00-0

OWNER: VALENCIA COUNTY

By: [Signature]

Don Holliday

Title: Chair Date: 6-27-2012

AGREEMENT - 00500-5

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

Bond No. DAACSU0559349  
Executed in Albuquerque, NM

KNOW ALL MEN BY THESE PRESENTS:  
that

C.C. Construction, 908 S. Mesa Rd  
Albuquerque, NM 87114  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor and ,

Allegheny Casualty Company, PO Box 1116,  
Meadville, PA 16335

, a corporation duly organized under the laws of the State of Pennsylvania

Surety, hereinafter called Surety, are held and firmly bound unto

Valencia County  
(Here insert full name and address or legal title of Owner)

944 Luna Ave, Los Lunas, NM 87031

as Obligee, hereinafter called Owner, in the amount of One Hundred Forty Nine Thousand

Five Hundred Dollars and No/100

Dollars(\$149,500.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, C.C. Construction

Contractor has by written agreement dated June 1, 2012,

entered into a contract with Owner for

Project #VCB-FY12-504 Belen Senior Center Billiards Room Addition

in accordance with Drawings and Specifications prepared by John Kirkpatrick, Architect

(Here insert full name and address or legal title of Architect)

PO Box 1473, Los Lunas, NM 87031

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

BOOK 073

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NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect..

The Surety hereby waives notice of any alteration or extension of time made by the Owner.  
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any, amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 15<sup>th</sup> day of June, 2011

Andrew Cordon

(Witness)

C.C. CONSTRUCTION

(Principal )

(Seal)

(Title)

Andrew Cordon

(Witness)

ALLEGHENY CASUALTY COMPANY

(Surety)

(Seal)

Scott Honsowetz, Attorney-in-Fact

(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUE SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FUL AND FAITHFUL PERFORMANCE OF THE CONTRACT  
Bond No. DAACSU0559349  
Executed in Albuquerque, NM

KNOW ALL MEN BY THESE PRESENTS: that C.C. CONSTRUCTION  
908 MESA RD, BELEN, NM 87002  
(Here Insert full name and address or legal title of Contractor)  
as Principal, hereinafter called Principal and , ALLEGHENY CASUALTY COMPANY  
PO BOX 1116, MEADVILLE, PA 16335  
, a corporation duly organized under the laws of the State of Pennsylvania  
Surety, hereinafter called Surety, are held and firmly bound unto VALENCIA COUNTY  
(Here insert full name and address or legal title of Owner)  
PO BOX 1119, LOS LUNAS, NM 87031

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of One Hundred Forty Nine Thousand Five Hundred Dollars and No/100  
(Here insert the sum equal to at least one-half of the contract price) Dollars(\$149,500.00),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, C.C. Construction  
Principal has by written agreement dated June 1, 2012 ,  
entered into a contract with Owner for  
Project #VCB-FY12-504 Belen Senior Center Billiards Room Addition  
in accordance with Drawings and Specifications prepared by John Kirkpatrick,Architect  
(Here insert full name and address or legal title of Architect)  
PO Box 1473, Los Lunas, NM 87031  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

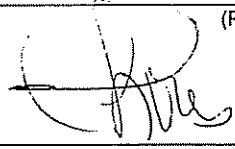
3. No suit or action shall be commenced hereunder by any claimant:

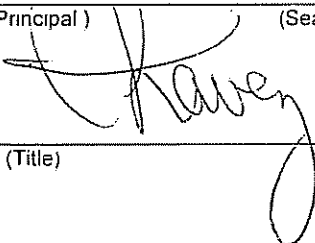
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere..
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15<sup>th</sup> day of June, 20 12

Andrea Gordon  
(Witness)

C.C. CONSTRUCTION  
(Principal ) (Seal)

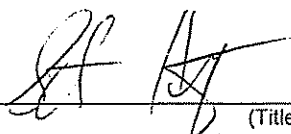
  
(Title)



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Andrea Gordon  
(Witness)

ALLEGHENY CASUALTY COMPANY  
(Surety) (Seal)

  
(Title)

Scott Honsowetz, Attorney-in-Fact

AIA DOCUMENT A311 • LABOR AND MATERIAL PAYMENT BOND • FEBRUARY 1976 ED. 4

I II

# POWER OF ATTORNEY ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ANDREA CORDOVA, ISABEL HERRERA, SCOTT HONSOWETZ

Albuquerque, NM.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof of related thereto; and (2) any such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.



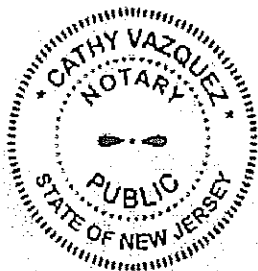
IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 27, 2014

#### CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15TH day of JUNE, 2012

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Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Janet Martin PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500 E-MAIL ADDRESS: jmartin@westernassurance.com
INSURED CC Construction, DBA: Chris C Chavez 908 S Mesa Road Belen NM 87002	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance NAIC # 24112 INSURER B: Builders Trust INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES			CERTIFICATE NUMBER:12/13 Master			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE			ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					CWP4845302	6/11/2012	6/11/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>								PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>								GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY					CWP4845302	6/11/2012	6/11/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>								Medical payments	\$ 5,000
									EACH OCCURRENCE	\$ 1,000,000
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR		CWP4845302	6/11/2012	6/11/2013	AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/> RETENTIONS							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC1000001339	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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CERTIFICATE HOLDER Valencia County PO Box 1119 Los Lunas, NM 87031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Janet Martin/JANET
---	---

CERTIFICATE OF INSURANCE						06/11/2012	
PRODUCER 00026 - 001 Western Assurance Corporation PO Box 94600 Albuquerque, NM 87199-4600				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED CHRIS CHAVEZ 908 SOUTH MESA ROAD BELEN, NM 87002				COMPANIES AFFORDING COVERAGE			
				INSURER A. Builders Trust of New Mexico			
				INSURER B.			
				INSURER C.			
INSURER D.							
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (in Thousands)		
	GENERAL LIABILITY				BODILY INJURY OCC		
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJ AGG		
	<input type="checkbox"/> PREMISSES/OPERATIONS				PROPERTY DAMAGE OCC		
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE AGG		
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED OCC		
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED AGG		
	<input type="checkbox"/> CONTRACTUAL				PERSONAL INJURY AGG		
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (Per Person)		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)		
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE		
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	EXCESS LIABILITY				EACH OCCURRENCE		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-100-0001339-2012	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	THE PROPRIETOR/				<input type="checkbox"/> INCL	EL EACH ACCIDENT	2000000
	PARTNERS/EXECUTIVE				<input type="checkbox"/> EXCL	EL DISEASE - EA EMPLOYEE	2000000
	OFFICERS ARE					EL DISEASE - POLICY LIMIT	2000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES/SPECIAL ITEMS RE: BELEN SENIOR CENTER BILLARADS ROOM ADDITION							
BOOK 073 PAGE 382							
CERTIFICATE HOLDER				CANCELLATION			
VALENCIA COUNTY PO BOX 1119 LOS LUNAS, NM 87031				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE 			

INSURED COPY

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
JUVENILE ADJUDICATION FUND GRANT PROGRAM

JUVENILE ADJUDICATION FUND GRANT AGREEMENT  
Project No. 13-JAF-33

**THIS GRANT AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, **2012**, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called **DFA or the DIVISION**, and the **County of Valencia**, hereinafter called the **GRANTEE**.

**RECITALS**

**WHEREAS**, Section 34-16-1 NMSA 1978 (the "Act") created the juvenile adjudication fund, money in which is appropriated to DFA to administer the fund and to provide an alternative adjudication process for juveniles charged with traffic offenses and other misdemeanors; and

**WHEREAS**, DFA established a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors in 2.110.5 NMAC (the "Regulations"); and

**WHEREAS**, the Grantee was selected to receive a grant from the juvenile adjudication fund; and

**WHEREAS**, the parties desire to memorialize the terms and conditions of the grant in this Agreement.

**AGREEMENT**

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

**ARTICLE I – PROGRAM DESCRIPTION/SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in the Program Description attached hereto as Exhibit "1" and incorporated and

( EXHIBIT E )

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- (-

made a part of this Grant Agreement by this reference as if fully set forth herein.

- B. The Program Description may only be changed by the Grantee Representative designated in accordance with Article VIII(A) submitting a written request to the Division and obtaining the Division's written approval of the proposed change..

## **ARTICLE II - TERM OF GRANT AGREEMENT**

- A. This Agreement shall become effective upon the date that it is duly executed by both parties and shall terminate on June 30, 2013. All funds awarded under this Agreement must be expended by June 30, 2013. In accordance with generally accepted accounting principles, to constitute an expenditure, the Grantee must have received the property and/or services on or before the termination date. It is not enough to merely have encumbered the granted funds.
- B. In the event that it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II or the Program Description, the Grantee shall immediately notify the Division. The Grantee and Division shall review the progress to date and the circumstances giving rise to delay. The Agency will determine, in its sole and absolute discretion, whether there is sufficient justification to modify this Agreement or Program Description to extend the term or deadlines contained herein.

## **ARTICLE III - REPORTS**

- A. Progress Reports
  - 1. In order that the Division may adequately evaluate the Grantee's progress and performance under the Grant Agreement, the Grantee shall be required to make periodic quarterly Progress Reports to the Division. The said reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, the number of clients served during the reporting period, the gender, age, grade, and ethnicity of clients served during the reporting period, the type of offenses with which clients were charged, the number of components provided to clients, and the number of open, pending and closed cases, Exhibit "2" (certification of the report), and such other information following the objectives of the grantee's evaluation as may be of assistance to the Division in its evaluation.
  - 2. The quarters covered by the quarterly progress reports shall correspond

to the quarters of the State's fiscal year; viz., July 1 to September 30; October 1 to December 31; January 1 to March 31, and April 1 to June 30. In the event that the effective date of this Agreement is more than one month after the beginning of a quarter (e.g., August 5), no quarterly report shall be due for the quarter during which the Agreement became effective; provided, however, that the quarterly report for the quarter after the quarter during which this Agreement became effective shall cover the period from the Agreement's effective date through the end of the quarter. For example, in the event this Agreement became effective on August 5, no quarterly report would be required for the first quarter; however, the second quarter report would cover the period from August 5 to December 31.

3. One copy of the corresponding quarterly progress report shall be submitted to the Division for review and comment not later than October 15, January 15, April 15 and July 15. If the due date for a quarterly report falls on a weekend or legal holiday, the due date shall automatically be extended to the next day that is not a weekend or legal holiday.
4. No quarterly report shall be required for the quarter immediately preceding the termination date of this Agreement. Information concerning that quarter shall be included in the Final Report, in accordance with Article III(B)(1).

B. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this program. The final Report shall include the information called for in Article III, Paragraph A.1 and A.2 for the quarter immediately preceding the termination date of the Agreement, in addition to other program information that the Division may request.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the program and shall be submitted no later than fifteen days following the termination of this Agreement; provided, however, that in the event that this day falls on a weekend or legal holiday, the final report shall be due on the next date that is not a weekend or legal holiday.

- C. Additional Reports. Events may occur between scheduled reporting dates that have significant impact upon the grant supported activity. In such cases, the Grantee shall provide interim written reports to the Division. Without limiting the generality of the foregoing, the Grantee must inform the Division in writing as

soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to complete the grant supported activities in accordance with this Agreement and Program Description. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
3. The Grantee is no longer in compliance with the financial management system or eligibility requirements of 2.110.5.8(C) and 2.110.5.9 NMAC or there is a significant risk that the Grantee will not be in compliance with those requirements in the future.

D. Requests for Additional Information. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division or State Auditor may (i) request such additional documentation and information regarding the alternative adjudication program funded under this Agreement as it deems necessary to discharge its monitoring and compliance responsibilities and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the alternative adjudication program and Grantee's financial and other records concerning the program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or State Auditor) in the request. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article.

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**ARTICLE IV - AMOUNT OF GRANT; ALLOWABLE COSTS; BUDGET; AND METHOD OF PAYMENT**

- A. Amount of Grant. The amount of the grant made hereunder is **Twenty Five Thousand Dollars (\$25,000)**. Grantee acknowledges and agrees (i) that this is the maximum amount of money available to Grantee under this Agreement in any event and (ii) that Grantee must have available other funds to pay all program expenditures above this amount, in accordance with Subparagraph F of this Article and the Program Budget established pursuant to Subparagraph E of this Article. Money made available under this Agreement is sometimes referred to throughout the remainder of this Agreement as "Grant Funds".
- B. Reimbursement Basis. Grantee shall be paid on a reimbursement basis. This means that the Division shall transfer funds to Grantee only after the Grantee has already paid out funds for permissible expenditures.
- C. Expenditure Period. The Grant Funds may only be used to reimburse Grantee for expenditures incurred after the effective date of this Agreement but on or before the termination date of this Agreement. By way of emphasizing rather than contradicting the previous sentence, Grantee acknowledges and agrees that it cannot be reimbursed for expenditures incurred before the effective date of this Agreement or after the expiration of this Agreement.
- D. Allowable Costs. Grant Funds may only be expended on expenditures that are permissible expenditures under the Act, the Regulations, the approved Budget for the Grant, and this Agreement.
- E. Budget.
1. Initial Budget. The initial budget for Grant Funds and the alternative adjudication program is set forth in Exhibit 3, which is incorporated by this reference as if set forth fully herein.
  2. Revisions Requiring a Written Amendment. Any budget revision which would result in a cumulative change equal to or greater than 10% of the total grant amount in at least one budget category may only be made via a written amendment to this Agreement. The requested revised budget must be in the same budget format as Exhibit 3. The request for a grant amendment shall be accompanied by the following:
    - a. an analysis of the proposed changes and a revised budget which addresses the proposed additional or altered expenditures;
    - b. a narrative justification for the proposed changes; and
    - c. an explanation of what (if any) impact the budget revision will have on the Program Description and alternative adjudication program

being funded with Grant Funds.

3. The Division will promptly review such request and shall approve or disapprove the request in writing; The Division will not approve any proposed amendment to the budget or program revision which it determines to be inconsistent with the purpose or terms and conditions of the Act, Regulations, or Grant Agreement.
  4. Revisions Not Requiring Grant Amendment. Grantee shall immediately send the Division copies of any budget revisions not requiring a grant amendment under paragraph E(2) of this Article. Such budget revisions shall be delivered to Agency in accordance with Article VIII(C) of this Agreement.
- F. Availability of Other Funds.
1. Grantee must have available other funds or in-kind services to pay all alternative adjudication program expenditures not being covered by Grant Funds.
  2. Documentation of Other Funds. At the Agency's request, Grantee shall submit to the Division documentation sufficient to establish to Division's satisfaction that non-Grant Funds set forth in the Budget are available. Grantee's failure to satisfactorily document the availability of non-Grant Funds is a substantial and material breach of this Agreement, entitling the Agency to take enforcement action in accordance with 2.110.5.18 NMAC.
  3. Notification of Non-Availability of Other Funds. Grantee shall immediately notify Agency in the event that non-Grant Funds contained in the Budget cease to be available for any reason and such non-availability of non-Grant Funds will cause the Grantee to not meet its matching requirement or cause it to be unable to fully perform the Program Description.
- G. It is understood and agreed that should any portion of the funds paid hereunder by the Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the said unexpended funds shall revert to the Division for disposition.
- H. Request for Payments.
1. All payments will be made upon receipt by the Division of individual quarterly reports accompanied by these completed forms: Request for Payment Form, Exhibit 4 and Detailed Breakdown By Budget Category Form, Exhibit 5. Requests for payment shall specify all in-kind administrative costs.

2. The Request for Payment Form must be signed by two authorized signatories, as set forth in the Request for Payment Form.
- I. Unallowable Costs will Not be Reimbursed. Grantee will not be reimbursed for costs that are unallowable under the Regulations, other applicable laws, regulations, rules, or guidance, or this Agreement.
- J. Return of Payments for Unallowable or Unincurred Costs. Grantee shall immediately notify the Division should Grantee discover that it was reimbursed for unallowable costs or costs that were not, in fact, incurred and return to the Division the amount of unallowable or unincurred costs for which it was reimbursed.
- K. Recovered Funds. Grantee shall promptly notify the Division in the event it recovers any Grant Funds previously paid to Grantee through rebates, refunds, contract settlements, audit recoveries, or other means. Grantee shall use such recovered funds before requesting additional payments under this Agreement. If Grant Funds and non-grant funds were both used to fund the contract under which funds are recovered, the recovery must be split between Grant Funds and non-grant funds proportionately. By way of example, if Grant Funds and non-Grant Funds each constituted 50% of the compensation under a contract and the Grantee recovers \$100 under that contract from the contractor, Grantee must allocate \$50 of the recovery to Grant Funds and \$50 to non-Grant Funds.
- L. **The Grantee may not request reimbursement from the Division for any expenditure billed to another funding agency or source.**
- M. Deadline for Submitting Requests for Payment. Requests for Payment for all unreimbursed expenditures must be received by the Division by the earlier of July 15 after the fiscal year in which the expenditures were incurred or fifteen (15) days after the termination of this Agreement; provided, however, that in the event this deadline falls on a weekend or other legal holiday, the deadline shall be extended until the next day that is not a weekend or legal holiday. Requests for Payment received after such deadline MAY NOT BE PAID.
- N. Deficient Requests for Payment. The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or part, the Division shall promptly notify the Grantee of the disallowed amount, the nature of the deficiency, and what the Grantee must do to correct it.

## ARTICLE V - MODIFICATION AND TERMINATION

- A. Written Amendment Required. Except as provided in Article I(B), the terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.
- B. Deadline for Requests for Amendment: All requests for written amendment must be received by the Division at least sixty (60) days prior to the termination date of this Agreement.
- C. Early Termination for Convenience: This Agreement can be terminated early without cause as follows:
  - 1. By the Division with the consent of the Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
  - 2. By the Grantee upon written notification to the Agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Division determines, in its sole and absolute discretion, that the remaining portion of the Agreement will not accomplish the purposes for which the grant was made, the Division may terminate the Agreement in its entirety, disallow, in whole or part, expenditures incurred prior to the termination, and recover from Grantee funds previously provided to Grantee.
- D. Liability in the Event of Early Termination for Convenience: In the event of early termination of this Agreement by either party for convenience, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:
  - 1. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - 2. Incurred on or before the termination date in the notice of early termination;
  - 3. For permissible purposes under this Agreement's Program Description and procured and executed in accordance applicable law; and

4. The subject of a request for payment properly and timely submitted in accordance with Article IV(M) of this Agreement.
- E. Termination for Cause. The Division may terminate this Agreement and take other enforcement action for cause as provided in 2.110.5.18 NMAC.

#### **ARTICLE VI – CERTIFICATIONS AND GENERAL TERMS**

- A. The Grantee hereby represents, warrants, and certifies that:
  1. It has the legal authority to apply for and accept the Grant Funds.
  2. It has the institutional, managerial and financial capability (including sufficient non-grant resources) to ensure proper planning, management and completion of alternative adjudication program being funded by this Agreement.
  3. The execution and delivery of this Agreement by the Grantee and the consummation by the Grantee of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Grantee and no other corporate action on the part of the Grantee is necessary to authorize this Agreement or to consummate the transactions contemplated herein.
  4. The person executing this Agreement on behalf of the Grantee has the authority to do so, and, once executed by the Grantee and the Division, this Agreement shall constitute a valid and binding obligation of the Grantee, enforceable in accordance with its terms.
  5. This Agreement and the Grantee's obligations hereunder do not conflict with the Grantee's charter, ordinances, resolutions, or policies or any law or court order or decree to which it is subject.
  6. Debarment and Suspension and Other Responsibility Matters.
    - a. Grantee certifies by signing this Agreement, that Grantee and Grantee's principals, if applicable, to the best of Grantee's knowledge and belief: (a) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or New Mexico State department or agency; (b) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility; (c) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in subsection b of this Paragraph; and, (d) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Grantee certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

b. Grantee's certification in Subparagraph a is a material representation of fact upon which the Division relied when this Agreement was entered into by the parties. Grantee shall provide immediate written notice to the Division if, at any time during the term of this Agreement, Grantee learns that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Division, the Division may terminate the Agreement.

c. Grantee shall require each proposed subgrantee, contractor, and subcontractor whose subgrant, contract, or subcontract will equal or exceed \$5,000 to disclose to the Division whether as of the time of award of the subgrant, contract, or subcontract, the subgrantee, contractor, or subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency. Grantee shall make such disclosures available to the Division. If the subgrantee, contractor, or subcontractor, or its

principals, is debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency, the Division may refuse to approve the use of the subgrantee, contractor, or subcontractor.

Upon request, the Grantee shall provide evidence satisfactory to the Grantee that the representations, warranties, and certifications contained in this paragraph are true and accurate.

B. The Grantee must comply with the following general conditions.

1. All Grant activities must comply with the Act, the Regulations, and all other applicable state or federal laws and regulations.
2. Grantee shall administer the Grant and finance its share of the costs of the alternative adjudication program (if any), as reflected in the program budget.
3. All procurement for the program, whether using grant funds or not, must be conducted in accordance with (i) the State Procurement Code or, if Grantee is a home-rule municipality or county that has adopted its own purchasing ordinance, its purchasing ordinance as well as (ii) Grantee's purchasing policies and regulations. Sole Source contracts can be utilized if justification can be provided that the contractor is the only one that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract.

Grantees, associated alternative juvenile adjudication programs, and subcontractors will be **required** to complete a request-for-proposal (RFP) for contracts over \$50,000 unless their County's guidelines have more stringent requirements. In which case, the County's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

4. Contract Approval by the Division.
  - a. All contracts to be funded with Grant Funds must be reviewed and approved in writing by the Division before Grantee can be reimbursed for expenditures under such contracts. By way of emphasis, Grantee has no right to reimbursement for an

expenditure under a contract unless and until the contract has been approved by the Division in writing.

- b. Contracts to be funded with Grant Funds and subsequent amendments as well as amendments to contracts entered into prior to this Agreement must be reviewed and approved in writing by the Agency prior to execution by the Grantee and contractor.
  - c. Unless a different standard of review is required by statute, regulation, or other provisions of this Agreement, the Division's review and approval of contracts and amendments shall be limited in scope to determining whether the scope of the contract is consistent with the Program Description, the Budget, the Act, and the Regulations. This administrative review is not a legal review. By way of example, the Division shall not under any circumstances be required to make or make any determination as to whether a contractor is, in fact and law, an independent contractor or employee for tax law or other purposes.
- 5. Grantee shall adhere to all financial and accounting requirements of the Department of Finance and Administration, including, but not limited to, the financial management requirements set forth in 2.110.5.8(C).
  - 6. Grantee shall comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of Grant Funds.
  - 7. Grantee shall comply with all applicable guidelines requiring an annual background check on all staff and volunteers involved directly with youth in an alternative adjudication program.
  - 8. Grantee shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for other than the uses specified in the Program Description without the prior approval of the Division.
  - 9. No member, officer, employee or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes



of this certification.

10. Grantee shall ensure that all activities and programs funded through this grant comply with HIPAA and all other applicable state and federal requirements and regulations regarding confidentiality of youth participants.
11. In addition to contractual clauses required to be included in contract and subcontracts by other provisions of this Agreement, Grantee shall include or cause to be included in any contract or subcontract funded with Gant Funds an affirmative obligation upon the contractor and subcontractor to comply with and submit to the access to information provisions of Article III(D) of this Agreement.
12. Mandatory Waste, Fraud or Abuse Reporting. Grantee shall:
  - a. Promptly report to the Division any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse involving Grant Funds.
  - b. Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.
13. Throughout the term of this Agreement, Grantee must continuously be in compliance with the eligibility requirements of 2.110.5.9 NMAC.

#### **ARTICLE VII - RETENTION OF RECORDS**

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, other records to facilitate an effective audit, records to show its compliance with applicable law and this Agreement, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Agreement.

#### **ARTICLE VIII - REPRESENTATIVES; NOTICES**

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for implementation of this Grant Agreement.

Name: Bruce Swingle

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Title: Valencia County Manager  
Address: PO Box 1119  
Los Lunas, NM 87031  
Telephone: 505-866-2436  
Email: [Bruce.Swingle@valencia.nm.us](mailto:Bruce.Swingle@valencia.nm.us)

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with subparagraph C of this Article.

B. Agency designates the person listed below as its Program Manager, responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Julie Krupcale  
Title: Program Manager  
Address: Bataan Memorial Building Suite 203  
Santa Fe, NM 87501  
Telephone: 505-827-4951  
Email: [JulieM.Krupcale@state.nm.us](mailto:JulieM.Krupcale@state.nm.us)

The Program Manager is the Division representative with the authority to approve on behalf of the Division all things requiring Division approval under this Agreement other than written amendments to this Agreement. The Division may change the Program Manager by giving Grantee written notice of such change, in accordance with subparagraph C of this Article.

C. Notices of termination and any other notice required to be in writing and delivered in accordance with this paragraph shall be sent by email and facsimile or regular mail, addressed as follows:

If to Grantee:

Name: Larry Fortess  
Title: YDI/COO  
Address: PO Box 730  
Los Lunas, NM 87031  
Telephone: 505-352-3483  
Email: [lfortess@ydinm.org](mailto:lfortess@ydinm.org)  
Facsimile: 505-865-7422

with a copy to:

Name: Bruce Swingle

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Address: PO Box 1119  
Los Lunas, NM 87031  
Telephone: 505-866-2436  
Email: [Bruce.Swingle@valencia.nm.us](mailto:Bruce.Swingle@valencia.nm.us)  
Facsimile: 505-866-3355

If to Agency:

Name: Julie Krupcale  
Title: Program Manager  
Address: Bataan Memorial Building Suite 203  
Santa Fe, NM 87501  
Telephone: 505-827-4951  
Email: [JulieM.Krupcale@state.nm.us](mailto:JulieM.Krupcale@state.nm.us)  
Facsimile: 505-827-4340

with a copy to:

Name: Liza Luboff  
Title: Assistant Bureau Chief –Special Programs  
Department of Finance & Administration  
Local Government Division  
Address: Bataan Memorial Building Suite 203  
Santa Fe, NM 87501  
Telephone: 505-827-4441  
Email: [LizaC.Luboff@state.nm.us](mailto:LizaC.Luboff@state.nm.us)  
Facsimile: 505-827-4340

In the case of notices sent by email and mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of notice sent by email and facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. A party may specify a different person and/or address to send notices to by giving the other party advance, written notice of such change in accordance with this Paragraph.

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. A minimum of 10 percent of the proposed operating budget of the alternative adjudication program assisted with the Grant Funds must come from sources other than Grant Funds or other state funds. Cash valued in-kind contributions may be used to meet this matching requirement; provided, however, that, in the event the division disagrees with the grantee's valuation of in-kind contributions, the division's determination of the cash value of the in-kind contributions shall control for purposes of compliance with this matching requirement. The Grantee hereby budgets **\$ 4,600.00, representing 16 % of the alternative**

adjudication program's budget, as its matching funds commitment.

- B. The Grantee shall not budget, nor at any time expend more than 5% of the grant amount awarded for indirect administrative costs incurred during the grant period.
- C. The Grantee shall not budget, nor at any time expend, Grant Funds for capital outlay or any other expenditure that is impermissible under 2.110.5.11-12 NMAC.
- D. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE X - 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 the Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may ***immediately*** terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee shall include the following or a substantially similar termination clause in all contracts that are funded in whole or part by funds made available under this agreement:

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

#### **ARTICLE XII – CONFLICT BETWEEN AGREEMENT AND APPLICABLE LAW**

If any provision of this Agreement irreconcilably conflicts with applicable law or regulations, the applicable law or regulation shall control and the conflicting provision of the Agreement shall be deemed to have been amended to the extent necessary to make it consistent with applicable law or regulation.

**ARTICLE XII – SEVERABILITY**

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

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



## EXHIBIT "1"

### PROGRAM DESCRIPTION

**Name of Grantee: Valencia County**

**Grant No.: 13-JAF-33**

**Grant Amount: \$25,000**

Valencia County Government will serve as the fiscal agent for YDI-Valencia Division Teen Court program for the Juvenile Adjudication fund. YDI-Valencia Teen Court will serve up to 12 youth a month in FY13. Teen Court will receive referrals from the JPPO, courts, and schools in the area. Participants will be screened to ensure that teen court is appropriate for them, and, upon agreeing to the terms of participation, will receive a teen court date.

YDI-Valencia Teen Court will be held the first Thursday of every month FY 13. Each participant will appear before a jury of their peers and receive a recommended sentence that will be confirmed or adjusted by a presiding judge. Sentencing requirements may include participation in evidence based programs and classes such as community services hours, jury duty, apology letter, DWI Prevention class, and/or counseling.

Participants will be tracked by YDI-Valencia Teen Court staff as they complete the terms of their sentence, and referring agencies will receive notification of successful completion or failure to complete sentencing components for each referral accepted into teen court.

YDI-Valencia Teen Court staff will be responsible for all training and coordination of teen court volunteers and participants, as well as the scheduling and coordination of all teen court activities.

#### **Measurable Objectives:**

##### **Objective 1:**

- Reduce the Juvenile Adjudication cost to the community

##### **Performance Measure:**

- Number of referrals and completions by 1<sup>st</sup> offender

##### **Performance Goal:**

- Serve 20% of the 1<sup>st</sup> offenders to avoid being referred back to the JPPO for non-compliance.

##### **Objective 2:**

- Decrease the number of recidivism rate by 5%

##### **Performance Measure:**

- Number of offenders between the ages of 13 to 17

##### **Performance Goal:**

- Have a 5% recidivism rate reduction in the age range of 13 to 17 by year 2.

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EXHIBIT "2"

JUVENILE ADJUDICATION FUND  
GRANT FUNDING PROGRESS/FINAL REPORT

Name of Grantee: Valencia County  
Grant No.: 13-JAF-33  
Grant Amount: \$25,000  
Reporting Period: July 1, 2012 – June 30, 2013

Juvenile Adjudication Fund Progress or Final Report

1. List accomplishments and/or any problems encountered and/or delays experienced in the implementation and administration of the program in a narrative or bulleted highlight fashion. Include action or methods used or to be utilized in their alleviation.
2. Please attach a copy of the Request for Payment/Financial Status Report Form, Exhibit 4, which includes the in-kind/local match to date.
3. Please attach a copy of the Category Budget Breakdown of Expenditures Form, Exhibit 5, to date reported on the Request for Payment/Financial Status Report Form, Exhibit 4.
4. Please attach a copy of the Client Data Sheet, Exhibit 6.

Certification

1. I certify that all expenditures of Juvenile Adjudication Fund grant funds included within the attached Request for Payment/Financial Status Report Form were verified and accounted for in accordance with generally accepted accounting principles and a financial management system that meets the standards of 2.110.5.8(C) NMAC.
2. Under penalty of law, I hereby certify that to the best of my knowledge and belief, the information contained in this report, including all attachments, is correct and true and that **no other funding source is reimbursing the expenditures included within the attached Request for Payment/Financial Report Form for which reimbursement is being sought from Juvenile Adjudication Fund grant funds.**

*Please sign and submit this form as part of each quarterly report.*

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
County Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Exhibit 3 - Budget Summary

JUVENILE ADJUDICATION FUND PROGRAM

REVENUE/EXPENDITURE SUMMARY

Exhibit 3

Applicant/Grantee

Valencia County

Grant Number 13-JAF-33

Total Grant Funding \$ 25,000.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	GRANT EXPENDITURES	IN-KIND/MATCH FUNDS	TOTAL BUDGET
	ADMINISTRATIVE*			
JAF Program Grant	Personnel Costs (Salary and Benefits)	\$ 1,250.00	\$ 1,250.00	\$ 2,500
	Travel (In-State)			\$
	Contractual Services			\$
	Operating Costs			\$
	Subtotal	\$ 1,250.00	\$ 1,250.00	\$ 2,500
	PROGRAM			
	Personnel Costs (Salary and Benefits)			\$
	Travel (In-State)			\$
	Supplies			\$
	Training (Employee & Volunteer)			\$
	Contractual Services	\$ 23,750.00	\$ 540.00	\$ 24,290
	Operating Costs**		\$ 2,810.00	\$ 2,810
	Travel (Out-of-State)**			\$
	Minor Equipment**			\$
	Capital Outlay**			\$
	Subtotal	\$ 23,750.00	\$ 3,350.00	\$ 27,100
	TOTALS:	\$ 25,000.00	\$ 4,600.00	
TOTAL REVENUES			TOTAL EXPENDITURES	\$ 29,600

\* Administrative is limited to 5% =

1,250.00

\*\*Operating Costs, Travel (Out-of-State), Minor Equipment and Capital Outlay are not eligible for grant funding, but can be counted towards match requirements

Exhibit 4 - Reimbursement Request

JUVENILE ADJUDICATION FUND PROGRAM  
REIMBURSEMENT REQUEST

Exhibit 4

I. A. Grantee:

B. Address:

C. Telephone No.:

D. Grant No.:

Valencia County

PO Box 1119

Los Lunas, NM 87031

505-866-2436

13-JAF-33

Payment Request No.:

1

II. Payment Computation:

A. Grant Award:

B. Funds Received To Date:

C. Amount Requested This Payment:

D. Grant Balance:

25,000.00

\$0.00

\$0.00

\$25,000.00

25,000.00

III. Report Period Ending:

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Costs	1,250.00	1,250.00	2,500.00	0.00	0.00	0.00	0.00		0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PROGRAM									
Personnel Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Contractual Services	23,750.00	540.00	24,290.00	0.00	0.00	0.00	0.00		0.00
Operating Costs		2,810.00	2,810.00		0.00	0.00			0.00
Travel (Out-of-State)		0.00	0.00		0.00	0.00			0.00
Minor Equipment		0.00	0.00		0.00	0.00			0.00
Capital Outlay		0.00	0.00		0.00	0.00			0.00
TOTAL EXPENDITURES	25,000.00	4,600.00	29,600.00	0.00	0.00	0.00	0.00	0.00	0.00

IV CERTIFICATION: Under penalty of law, I hereby certify, to the best of my knowledge and belief, that the above information is correct, expenditures are properly documented, required/matching funds have been spent/Obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. Service providers have not and shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer

Date

Grantee Representative

Date

Division Fiscal Officer

Date

Division Project Representative

Date

(DFA/Local Government Division Use Only)

Exhibit 5  
Detailed Breakdown by Budget Category  
JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: \_\_\_\_\_  
Program No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_

Total Grant Funds Requested This Request: \$ -  
Total Matching Funds Reported This Request: \$ -  
Total Expenditures Reported This Request: \$ -

ADMINISTRATIVE - Limited to 5% of Grant Funds  
Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ -	

Travel (In State)						
<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:					\$ -	

Contractual Services						
<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					\$ -	

Operating Costs						
<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					\$ -	

PROGRAM  
Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ -	

Travel (In-State)						
<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					\$ -	

Supplies						
<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					\$ -	

Exhibit 5 - Page 2

Training						Explanation
<u>Date/Location</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	
Total Training:					\$ -	

Contractual Services						
<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					\$ -	

Total Grant Fund Reimbursement Request: \$ -

Check. \$ .

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request.

I certify that the items listed in this report have not been billed or reported previously to the JAF grant program

I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time

_____	_____	_____
Name	Title	Date

Exhibit 5  
Detailed Breakdown By Budget Category  
JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: 0  
Program No.: 0  
Request No.: 0

Total Grant Funds Requested This Request: \$ -  
Total Matching Funds Reported This Request: \$ -  
Total Expenditures Reported This Request: \$ -

In-Kind/Match Expenditures:

ADMINISTRATIVE

Personnel Costs (Salaries and Benefits)

Pay Period	Name	Job Title	Check Number	Amount	Explanation
Total Personnel Costs:				\$ -	

Travel (In State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Explanation
Total Travel:				\$ -		

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Explanation
Total Contractual Services:				\$ -		

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Explanation
Total Operating Costs:				\$ -		

PROGRAM

Personnel Costs (Salaries and Benefits)

Pay Period	Name	Job Title	Check Number	Amount	Explanation
Total Personnel Costs:				\$ -	

Travel (In-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Explanation
Total Travel (In-State):				\$ -		

## Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
				Total Travel (Out-of-State):		
				\$ -		

## Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
				Total Supplies:	\$ _____ -	

## Training

<u>Date/Location</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
				Total Training:	\$ _____ -	

### Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
				Total Contractual Services:	\$ _____ -	

### Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
					_____	
				Total Operating Costs:	\$ _____	

## Travel (Out-of-State)

<u>Date of Travel</u>	<u>Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
						_____	
						_____	
						Total Travel (Out-of-State):	\$ _____

### Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
				Total Minor Equipment:	\$ -	

### Capital Outlay

[illegible]

Total In-Kind/ Matching Reimbursement Request: \$ -

Check: \$

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request. I certify that the items listed in this report have not been billed or reported previously to the JAF grant program. I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time

Name	Title	Date
------	-------	------

EXHIBIT "6"  
JUVENILE ADJUDICATION FUND  
CLIENT DATA SHEET

Name of Grantee: \_\_\_\_\_  
Grant Number: \_\_\_\_\_

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Totals
GENDER					
Male					0
Female					0
sub total	0	0	0	0	0
AGE					
11					0
12					0
13					0
14					0
15					0
16					0
17					0
18					0
Over 18*					0
Unknown					0
sub total	0	0	0	0	0
ETHNICITY					
Anglo					0
Native American					0
Hispanic					0
Black					0
Asian					0
Other					0
sub total	0	0	0	0	0
GRADE					
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
GED					0
Graduated					0
College/Technical School					0
Not in School					0
Other/Don't Know					0
sub total	0	0	0	0	0
LIVES WITH					
Mom					0
Dad					0
Both					0
Relative					0
Other					0
Don't Know					0
sub total	0	0	0	0	0
OFFENSE					
Careless/Reckless					0
Larceny/Shop Lifting					0
Trespassing					0
Battery/Public Affray					0
Alcohol					0
Drugs					0
Traffic					0
Curfew					0
Weapons					0
Truancy					0
Disorderly Conduct					0
Criminal Damages					0
Other					0
sub total	0	0	0	0	0
REQUIRED SENTENCE COMPONENTS					
Community Service Hours Served					0

Jury Duties Served (duplicated)					0
OTHER COMPONENTS					
Substance Abuse Prevention Program					0
Shoplifting Program					0
DWI Program					0
Truancy Program					0
Anger Management Program					0
Drivers Education Program					0
Counseling					0
Team Building Program					0
Smoking Cessation Program					0
Tutoring Program					0
Peer Counseling					0
Parental Involvement					0
Teen Parenting Program					0
Restorative Justice					0
Other					0
REFERRED BY					
JPO					0
Magistrate					0
Municipal/Police					0
School					0
Tribal Court					0
Other					0
subtotal	0				
SCREENING					
Number of Intake Screenings					0
Number of Intensive Screenings					0
CASES					
Number of Active Cases					0
Number of Completions					0
Number Referred Back (terminated)					0
Number Cases Pending					0

\*Teens over 18 must be actively enrolled in school



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 June 13, 2012 covering vendor bills processed on the above date.  
Check # 113678 to 114005 inclusive, for the total of \$188,098.27.

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 Finance Administration

Done this <sup>27<sup>th</sup></sup> ~~20<sup>th</sup>~~ 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 F )

Sally Perea

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
June 15, 2012 covering payroll process on the above date.  
Direct Deposit Check 25597 thru direct deposit check# 25795 inclusive.  
Deduction Check# 114007 thru deduction check# 114036 inclusive.  
Payroll Check # 92540 thru payroll check # 92626 inclusive.  
Listing total \$ 379,990.71  
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 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 20<sup>th</sup> 37<sup>th</sup> 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 G )

BOOK 073

PAGE 412

Sally  
Perea

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

The attached computer printout lists all checks issued by the Managers Office on  
June 22, 2012 covering payroll process on the above date.  
Direct Deposit Check 0 thru direct deposit check# 0 inclusive.  
Deduction Check# 114089 thru deduction check# 114090 inclusive.  
Payroll Check # 92627 thru payroll check # 92763 inclusive.  
Listing total \$ 80,119.28  
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 27<sup>th</sup> 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 (EXHIBIT H)  
Sally Perea, County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONER  
RESOLUTION NO. 2012-22

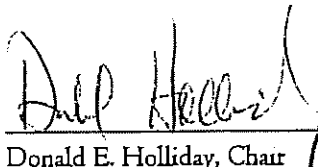
SUBJECT: Revisions to 2011/2012 Budget - Inter & Intra Budget Transfer

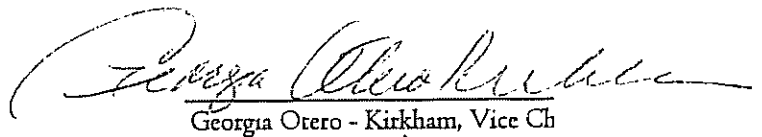
WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following Inter & Intra Budget Transfer.

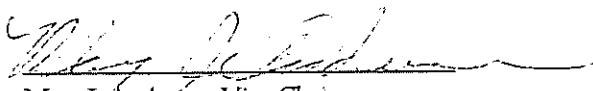
NOW THEREFORE, LET IT BE RESOLVED that the Board of Valencia County Commissioners, requests DFA approval for the attached revision.

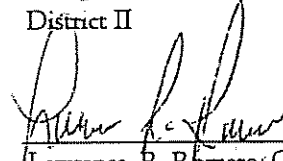
VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS

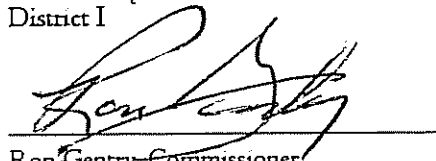
Done this 27th day of June, 2012

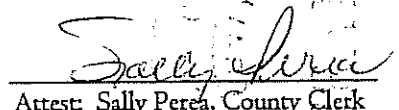
  
Donald E. Holliday, Chair  
District V

  
Georgia Otero - Kirkham, Vice Ch  
District II

  
Mary J. Andersen, Vice-Chair  
District I

  
Lawrence R. Romero, Commission  
District III

  
Ron Gentry, Commissioner  
District IV

  
Attest: Sally Perea, County Clerk

( EXHIBIT I )

SUBJECT: Revisions to 2011/2012 Budget - Inter & Intra Budget Transfer

WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following Year-End Inter & Intra Budget Transfers.

NOW THEREFORE, LET IT BE RESOLVED that the Board of Valencia County Commissioners, requests DFA approval for the attached revision.

General Fund:

Business Manager

To:	Overtime Salries	401-A2-2005	\$70.56
	Lease Purcahse	40-A2-2029	\$592.00
	Workers Compensation	401-A2-2066	\$1.50
			<u>\$664.06</u>
From:	Training	401-A2-2177	-\$72.06
	Full Time Salaries	401-A2-2002	-\$592.00
			<u>-\$664.06</u>

Finance

To:	Temporary Salaries	401-A3-2004	\$5,020.65
	Mileage & Per Diem	401-A3-2010	\$240.08
	Equip Maint & Repair	401-A3-2012	\$358.62
	Membership Dues	401-A3-2052	\$175.00
	Professional Servies	401-A3-2100	\$350.85
	Training	401-A3-2177	\$38.74
			<u>\$6,183.94</u>
From:	Full Time Salaries	401-A3-2002	\$6,213.18
	PERA	401-06-2063	\$179.01
			<u>\$6,392.19</u>

Human Resources

To:	Full Time Salaries	401-A4-2002	\$9,130.00
	Printing & Publishing	401-A4-2008	\$7,572.93
	Mileage & Per Diem	401-A4-2010	\$177.34
	Equipment	401-A4-2058	\$85.50
	PERA	401-A4-2063	\$1,584.41
	Professional Services	401-A4-2100	\$400.69
	Training	401-A4-2177	\$2,370.00
	Retiree Health	401-A4-2184	\$151.11
			<u>\$21,471.98</u>
From:	Postage	401-A4-2006	-\$552.40
	Telephone	401-A4-2007	-\$376.72
	Membership Dues	401-A4-2052	-\$50.00

Supplies	401-A4-2056	-\$231.52
Group Insurance	401-A4-2065	-\$2,528.26
Professional Services	401-A2-2100	-\$18,361.18
		<u>-\$22,100.08</u>

County Commission

To:	Elected Officials Salaries	401-01-2001	\$4,390.75
	Professional Services	401-01-2100	\$27,874.63
			<u>\$32,265.38</u>

From:	Multi-Line Insurance Pool	401-01-2073	-\$32,226.00
	Office Rental	401-01-2102	-\$39.38
			<u>-\$32,265.38</u>

County Manager

To:	Full Time Salaries	401-02-2002	\$23,427.80
	Printing and Publishing	401-02-2008	\$20.17
	Office Supplies	401-02-2009	\$46.89
	Equip Maint & Repair	401-02-2012	\$406.09
	Supplies	401-02-2056	\$80.18
	Medicare	401-02-2064	\$316.38
			<u>\$24,297.51</u>

From:	Overtime Salaries	401-02-2005	-\$200.25
	Postage	401-02-2006	-\$300.54
	Telephone	401-02-2007	-\$2,498.19
	Mileage & Per Diem	401-02-2010	-\$1,099.81
	Lease Purchase	401-02-2029	-\$7,462.16
	Membership Dues	401-02-2052	-\$20.00
	Training	401-02-2177	-\$406.00
	Full Time Salaries	401-A2-2002	-\$12,310.56
			<u>-\$24,297.51</u>

County Clerk

To:	Elected Officials Salaries	401-04-2001	\$2,202.50
	Full Time Salaries	401-04-2002	\$2,760.69
	Part Time Salaries	401-04-2003	\$1,431.16
	Overtime Salaries	401-04-2005	\$2,018.07
	Car Expense	401-04-2011	\$185.85
	PERA	401-04-2063	\$600.00
	Group Insurance	401-04-2065	\$400.00
			<u>\$9,598.27</u>

From:	Medicare	401-04-2064	-\$1,332.50
	Workers Comp	401-04-2066	-\$137.90
	Professional Services	401-04-2100	-\$171.32
	Group Insurance	401-A3-2065	-\$5,186.18

Overtime Salaries	401-A3-2005	-\$482.19
Postage	401-A3-2006	-\$770.11
Office Rental	401-01-2102	<u>-\$1,518.07</u>
		<u>-\$9,598.27</u>

Bureau of Elections

To:	Full Time Salaries	401-05-2002	\$6,160.95
	Part Time Salaries	401-05-2003	\$2,534.82
	Precinct Board/Judge	401-05-2030	\$21,735.00
	Medicare	401-05-2064	\$100.00
	Group Insurance	401-05-2065	\$173.55
	Retiree Health Care	401-05-2184	\$107.00
	Rental/Polling Places	401-05-2227	<u>\$1,520.00</u>
			<u>\$32,331.32</u>

From:	Rental Of Equipment	401-05-2013	-\$21,000.00
	Printing/Publishing	401-A2-2008	-\$200.00
	Mileage & Per Diem	401-A2-2010	-\$455.84
	Car Expense	401-A2-2011	-\$200.00
	Supplies	401-A2-2056	-\$911.18
	PERA	401-A2-2063	-\$1,333.75
	Medicare	401-A2-2064	-\$1,580.36
	Group Insurance	401-A2-2065	-\$616.88
	Professional Services	401-A2-2100	-\$706.05
	Telephone	401-A2-2005	-\$893.92
	Office Rental	401-01-2102	<u>-\$4,433.34</u>
			<u>-\$32,331.32</u>

County Assessor

To:	Elected Officials Salaries	401-06-2001	\$2,202.50
	Telephone	401-06-2007	\$68.12
	Car Expense	401-06-2011	\$1,311.07
	Supplies	401-06-2056	\$1,503.12
	Training	401-06-2177	<u>\$980.00</u>
			<u>\$6,064.81</u>

From:	Full Time Salaries	401-06-2002	<u>-\$6,064.81</u>
			<u>-\$6,064.81</u>

County Treasurer

	Elected Official Salries	401-07-2001	\$2,202.50
	Full Time Salaries	401-07-2002	\$4,640.42
	Supplies	401-07-2056	\$1,457.87
	Training	401-07-2177	\$74.70
	Retiree Health	401-07-2184	\$133.73
	Registration Fees	401-07-2197	<u>\$200.00</u>
			<u>\$8,709.22</u>

From:	Part Time Salaries	401-07-2003	<u>-\$8,709.22</u>
			-\$8,709.22

Law Enforcement			
To:	Elected Officials Salaries	401-08-2001	\$2,296.25
	Overtime Salaries	401-08-2005	\$6,881.56
	Medicare	401-08-2064	<u>\$3,696.09</u>
			\$12,873.90

From:	Workers Compensation	401-08-2066	-\$12,664.20
	Full Time Salaries	401-08-2002	<u>-\$209.70</u>
			-\$12,664.20

Animal Control			
To:	Full Time Salaries	401-09-2002	\$6,825.63
	Temporary Salaries	401-09-2004	\$708.00
	Overtime Salaries	401-09-2005	\$8,257.90
	Printing & Publishing	401-09-2008	\$304.24
	Supplies	401-09-2056	\$2,440.85
	Medicare	401-09-2064	\$100.00
	Professional Services	401-09-2100	\$23,292.30
	Retiree Health Care	401-09-2184	<u>\$337.00</u>
			\$42,265.92

From:	Postage	401-09-2006	-\$400.00
	Utilities	401-09-2025	-\$9,655.00
	Group Insurance	401-09-2065	-\$2,400.00
	Safety Equipment	401-09-2171	-\$1,479.88
	Training	401-09-2177	-\$5,823.00
	Full Time Salaries	401-06-2002	-\$3,115.43
	PERA	401-08-2063	<u>-\$19,392.61</u>
			-\$42,265.92

Building Inspector			
To:	Telephone	401-10-2007	\$302.96
	Professional Services	401-10-2100	<u>\$3.00</u>
			\$305.96

From:	Full Time Salaries	401-06-2002	<u>-\$305.96</u>
			-\$305.96

Probate Judge			
To:	Elected Officials Salaries	401-13-2001	\$770.15
	Supplies	401-13-2056	\$996.32
	PERA	401-13-2063	\$93.75
	Group Insurance	401-13-2065	\$25.00



			<u>\$1,885.22</u>
From:	Mileage & Per Diem	401-13-2010	-\$500.00
	Training	401-13-2177	-\$500.00
	Medicare	401-06-2064	-\$754.17
	Professional Services	401-06-2100	<u>-\$131.05</u>
			-\$1,885.22

foramtion Technology

To:	Full Time Salaries	401-15-2002	\$1,417.54
	Telephone	401-15-2007	\$17,199.44
	Mileage &Per Diem	401-15-2010	\$499.11
	Lease Purchase	401-15-2029	\$16,966.23
	Supplies	401-15-2056	\$3,191.70
	Equipment	401-15-2058	\$93,525.13
	PERA	401-15-2063	\$112.00
	Group Insurance	401-15-2065	\$110.00
	Computer Software	401-15-2131	\$2,566.51
	Retiree Health Care	401-15-2184	<u>\$226.40</u>
			\$135,814.06

From:	Postage	401-15-2006	-\$100.97
	Printing and Publishing	401-15-2008	-\$500.00
	Equip Maint & Repair	401-15-2012	-\$3,267.74
	Rental of Equipment	401-15-2013	-\$4,000.00
	Membership Dues	401-15-2052	-\$150.05
	Workers Comp	401-15-2066	-\$481.60
	Communications	401-15-2081	-\$861.33
	Professional Services	401-15-2100	-\$12,000.00
	Full Time Salaries	401-A2-2002	-\$5,064.37
	Professional Services	401-A2-2100	-\$918.86
	Retiree Health	401-A2-2184	-\$884.50
	Full Time Salaries	401-A3-2002	-\$24,824.72
	Postage	401-A3-2006	-\$1,646.84
	Full Time Salaries	401-06-2002	-\$37,585.01
	Full Time Salaries	401-08-2002	<u>-\$43,528.07</u>
			-\$135,814.06

Code Enforcement

To:	Utilities	401-16-2025	\$42.48
	Workers Compensation	401-16-2066	<u>\$36.50</u>
			\$78.98

From:	Uniforms	401-16-2127	<u>-\$78.98</u>
			-\$78.98

Emergency Services

To:	Full Time Salaries	401-17-2002	\$25,469.29
	Workers Compensation	401-17-2066	\$18.20
	Professional Services	401-17-2100	\$11.55
			<u>\$25,499.04</u>

From:	PERA	401-17-2063	-\$2,760.00
	Medicare	401-17-2064	-\$300.44
	Group Insurance	401-17-2065	-\$1,582.04
	Retiree Health	401-17-2184	-\$536.75
	Full Time Salaries	401-08-2002	-\$20,319.81
			<u>-\$25,499.04</u>

Public Works

Operational

To:	Car Expense	402-20-2011	\$52,701.49
	Utilities	402-20-2025	\$746.00
	Multi-Line Insurance Pool	402-20-2073	\$11,548.00
			<u>\$64,995.49</u>

From:	Full Time Salaries	402-20-2002	-\$4,659.00
	Overtime Salaries	402-20-2005	-\$1,619.06
	Postage	402-20-2006	-\$464.77
	Telephone	402-20-2007	-\$5,507.85
	Printing & Publishing	402-20-2008	-\$995.90
	Mileage & Per Diem	402-20-2010	-\$1,446.20
	Equip Maint & Repair	402-20-2012	-\$10,816.66
	Rental of Equip	402-20-2013	-\$1,339.50
	PERA	402-20-2063	-\$13,071.20
	Medicare	402-20-2064	-\$1,639.72
	Group Insurance	402-20-2065	-\$16,536.00
	Professional Services	402-20-2100	-\$214.91
	Uniforms	402-20-2127	-\$1,121.94
	Safety Equipment	402-20-2171	-\$2,248.08
	Training	402-20-2177	-\$1,410.00
	Retiree Health	402-20-2184	-\$945.58
	Full Time Salaries	402-91-2002	-\$959.12
			<u>-\$64,995.49</u>

Fleet Maintenance

To:	Supplies	402-91-2056	\$2,538.16
			<u>\$2,538.16</u>

From:	Overtime Salaries	402-91-2005	-\$1,000.00
	Mileage & Per Diem	402-91-2010	-\$500.00
	PERA	402-91-2063	-\$1,038.16
			<u>-\$2,538.16</u>

Planning & Zoning			
To:	Full Time Salaries	402-98-2002	\$5,610.41
	Telephone	402-98-2007	\$64.85
	Lease Purchase	402-98-2029	\$315.00
	PERA	402-98-2063	\$646.16
	Group Insurance	402-98-2065	\$5.00
	Workers Compensation	402-98-2066	\$3.80
	Computer Software	402-98-2131	\$395.00
	Retiree Health Care	402-98-2184	\$57.00
			<u>\$7,097.22</u>
From:	Postage	402-98-2006	-\$3,000.00
	Printing & Publishing	402-98-2008	-\$1,000.00
	Mileage & Per Diem	402-98-2010	-\$500.00
	Car Expense	402-98-2010	-\$274.00
	Membership Dues	402-98-2052	-\$425.00
	Supplies	402-98-2056	-\$1,134.54
	Professional Services	402-98-2100	-\$189.19
	Full Time Salaries	402-91-2002	-\$574.49
			<u>-\$7,097.22</u>
Buildings and Parks			
To:	Repairs to Buuilding	402-99-2023	\$2,977.30
	Utilities	402-99-2025	\$3,612.89
			<u>\$6,590.19</u>
From:	Full Time Salaries	402-99-2002	-\$3,427.29
	Ground Maint & Improv	402-99-2024	-\$3,162.90
			<u>-\$6,590.19</u>
Juvenile Detentions			
To:	JPA-Juvenile Detentions	408-68-2148	\$50,237.77
			<u>\$50,237.77</u>
From:	Full Time Salaries	408-68-2002	-\$22,500.00
	Supplies	408-68-2056	-\$6,538.49
	Professional Services	408-68-2100	-\$20,555.00
	Training	408-68-2177	-\$644.28
			<u>-\$50,237.77</u>
Fire Protection			
Emergency Services			
To:	Telephone	416-17-2007	\$1,315.09
	Office Supplies	416-17-2009	\$346.01
	Car Expense	416-17-2011	\$1,091.11
	Utilities	416-17-2025	\$1,077.14
	Multi-Line Insurnce Pool	416-17-2073	\$1,087.00
			<u>\$4,916.35</u>

From:	Printing and Publishing	416-17-2008	-\$143.89
	Mileage & Per Diem	416-17-2010	-\$528.48
	Lease Purchase	416-17-2029	-\$210.00
	Membership Dues	416-17-2052	-\$125.00
	Equip Maint & Repair	416-17-2012	-\$3,908.98
			<u>-\$4,916.35</u>

To:	Los Chavez		
	Telephone	416-26-2007	\$583.42
	Car Expense	416-26-2011	\$639.45
	Utilities	416-26-2025	\$3,300.00
	Supplies	416-26-2056	\$355.91
	Workers Compensation	416-26-2066	\$5,574.00
	Multi-Line Insurance	416-26-2073	\$1,414.00
			<u>\$11,866.78</u>

From:	Equip Maint & Repair	416-26-2012	-\$4,125.72
	Equipment	416-26-2058	-\$7,741.06
			<u>-\$11,866.78</u>

To:	ales/Pueblitos/Bosque		
	Telephone	416-27-2007	\$542.83
	Car Expense	416-27-2011	\$4,701.02
	Multi-Line Insurance	416-27-2073	\$1,667.00
			<u>\$6,910.85</u>

From:	Equipment	416-27-2058	-\$5,780.02
	Supplies	416-27-2056	-\$1,130.83
			<u>-\$6,910.85</u>

To:	Rio Grande		
	Telephone	416-28-2007	\$149.07
	Equip Maint & Repair	416-28-2012	\$7,685.94
	Utilities	416-28-2025	\$1,845.42
	Equipment	416-28-2058	\$14,159.63
	Workers Compensation	416-28-2066	\$5,068.00
	Multi-Line Insurance	416-28-2073	\$1,604.00
	Training	416-28-2177	\$1,316.70
			<u>\$31,828.76</u>

From:	Mileage & Per Diem	416-28-2010	-\$2,587.34
	Ground Maint & Improv.	416-28-2024	-\$3,000.00
	Capital Outlay	416-28-2028	-\$20,700.00
	Supplies	416-28-2056	-\$60.18
	Beginning Fund Balance	416-28-1000	-\$5,481.24
			<u>-\$31,828.76</u>

Tome/Adelino			
To:	Printing and Publishing	416-29-2008	\$94.67
	Car Expense	416-29-2011	\$1,807.26
	Ground Maint & Improv.	416-29-2024	\$1,259.45
	Multi-Line Insurance	416-29-2073	\$1,857.00
			<u>\$5,018.38</u>
From:	Lease Purchase	416-29-2029	<u>-\$5,018.38</u>
			-\$5,018.38
Meadowlake			
To:	Car Expense	416-30-2011	\$198.92
	Lease Purchase	416-30-2029	\$2.30
	Multi-Line Insurance	416-30-2073	\$1,314.00
	Safety Equipment	416-30-2171	\$274.98
			<u>\$1,790.20</u>
From:	Lease Purchase	416-30-2029	<u>-\$1,790.20</u>
			-\$1,790.20
Valencia/El Cerro			
To:	Multi Line Insurance	416-32-2073	\$1,341.00
			<u>\$1,341.00</u>
From:	Repairs to Building	416-32-2023	<u>-\$1,341.00</u>
			-\$1,341.00
Manzano Vista			
To:	Mileage & Per Diem	416-57-2010	\$472.00
	Repairs to Building	416-57-2023	\$996.17
	Equipment	416-57-2058	\$3,023.46
	Workers Compensation	416-57-2066	\$4,393.00
			<u>\$8,884.63</u>
From:	Equip Maint & Repair	416-57-2012	<u>-\$4,236.35</u>
	Supplies	416-57-2056	<u>-\$4,648.28</u>
			-\$8,884.63
Highland Meadows			
To:	Utilities	416-61-2025	\$414.77
	Lease Purchase	416-61-2029	\$39.20
	Equipment	416-61-2058	\$11,689.86
	Multi-Line Insurance	416-61-2073	\$1,540.00
			<u>\$13,683.83</u>
From:	Capital Outlay	416-61-2028	<u>-\$13,683.83</u>

-\$13,683.83

EMS

Emergency Services

To:	Supplies	417-17-2056	<u>\$2,755.02</u>
			\$2,755.02

From:	Equip Maint & Repair	417-17-2012	-\$912.00
	Equipment	417-17-2058	-\$1,813.00
	Training	417-17-2177	<u>-\$30.02</u>
			-\$2,755.02

Los Chavez

To:	Supplies	417-26-2056	<u>\$3,178.00</u>
			\$3,178.00

From:	Car Expense	417-26-2011	-\$1,867.61
	Equipment	417-26-2058	-\$400.00
	Professional Services	417-26-2100	-\$175.00
	Training	417-26-2177	<u>-\$735.39</u>
			-\$3,178.00

Iles/Pueblitos/Bosque

To:	Supplies	417-27-2056	<u>\$5,031.52</u>
			\$5,031.52

From:	Equipment	417-27-2058	<u>-\$5,031.52</u>
			-\$5,031.52

Rio Grande

To:	Equipment	417-28-2058	\$1,531.88
	Training	417-28-2177	<u>\$98.90</u>
			\$1,630.78

From:	Equip Maint & Repair	417-28-2012	-\$1,000.00
	Supplies	417-28-2056	<u>-\$630.78</u>
			-\$1,630.78

Tome/Adelino

To:	Equipment	417-29-2058	<u>\$4,072.94</u>
			\$4,072.94

From:	Car Expense	417-29-2011	-\$1,000.00
	Supplies	417-29-2056	-\$1,296.40
	Professional Services	417-29-2100	-\$423.00
	Training	417-29-2177	<u>-\$265.00</u>

-\$2,984.40

To:	Meadowlake		
	Supplies	417-30-2056	\$1,455.10
			<u>\$1,455.10</u>

From	Car Expense	417-30-2011	-\$823.48
	Equip Maint & Repair	417-30-2012	-\$320.04
	Professional Services	417-30-2100	-\$175.00
	Beginning Fund Balance	417-30-1000	-\$136.58
			<u>-\$1,455.10</u>

To:	Valencia El Cerro		
	Equipment	417-32-2058	\$4,037.00
			<u>\$4,037.00</u>

From:	Car Expense	417-32-2011	-\$1,538.04
	Equip Maint & Repair	417-32-2012	-\$1,786.34
	Professional Services	417-32-2100	-\$175.00
	Training	417-32-2177	-\$433.80
	Beginning Fund Balance	417-32-1000	-\$103.82
			<u>-\$4,037.00</u>

To:	Manzano Vista		
	Supplies	417-57-2056	\$1,000.00
			<u>\$1,000.00</u>

From:	Professional Services	417-57-2100	-\$200.00
	Training	417-57-2177	-\$800.00
			<u>-\$1,000.00</u>

Valuation Maintenance  
Valuation

To:	Office Supplies	420-33-2009	\$330.00
	Equip Maint & Repair	420-33-2012	\$2,963.42
	Supplies	420-33-2056	\$676.71
	Multi-Line Insurance	420-33-2073	\$13,674.00
	Subscriptions	420-33-2193	\$1,507.95
	Retiree Health Care	420-33-2184	\$160.98
			<u>\$19,313.06</u>

From:	Full Time Salaries	420-33-2002	-\$5,055.74
	Postage	420-33-2006	-\$4,000.00
	Telephone	420-33-2007	-\$1,122.50
	Printing and Publishing	420-33-2008	-\$6,000.00
	Car Expense	420-33-2011	-\$2,184.21
	Lease Purchase	420-33-2029	-\$950.61

-\$19,313.06

Valencia Co Adult Detention

Valencia Co Adult Detention

To:	Telephone	422-85-2007	\$1,513.56
	Car Expense	422-85-2011	\$2,245.48
	Equip Maint & Repair	422-85-2012	\$1,800.00
	Care of Inmates-Medical	422-85-2018	\$195,231.57
	Repairs to Building	422-85-2023	\$6,322.62
	Utilities	422-85-2025	\$1,908.61
	Supplies	422-85-2056	\$28,685.56
	Equipment	422-85-2058	\$3,997.40
	Uniforms	422-85-2127	\$1,491.65
	Housing of Prisoners	422-85-2157	\$13,608.00
			<u>\$256,804.45</u>

From:	Professional Services	422-85-2100	-\$48,443.75
	Commissary	422-85-2071	-\$70,000.00
	Liability	422-85-2068	-\$111,875.86
	Group Insurance	422-85-2065	-\$28,484.84
			<u>-\$258,804.45</u>

County Fire Protection

County Fire Services

To:	Lease Purchase	423-A5-2029	\$33,696.64
	Professional Services	423-A5-2100	\$1,085.85
	Training	423-A5-2177	\$112.40
			<u>\$34,894.89</u>

From:	Equip Maint & Repair	423-A5-2012	-\$19,753.26
	Equipment	423-A5-2058	-\$15,141.63
			<u>-\$34,894.89</u>

Los Chavez

To:	Capital Outlay	423-26-2028	\$25,000.00
	Training	423-26-2177	\$2,699.55
	Disbursements	423-26-3000	\$36,958.48
			<u>\$64,658.03</u>

From:	Equip Maint & Repair	423-26-2012	-\$2,699.55
	Loan Receipts	423-00-1081	-\$25,000.00
	Fund Cash Account	426-00-0015	-\$36,958.48
			<u>-\$64,658.03</u>

Los Angeles/Pueblitos/Bosque

To:	Lease Purchase	423-27-2029	\$142,368.61
	Training	423-27-2177	\$723.00



			<u>\$143,091.61</u>
From:	Capital Outlay	423-27-2028	-\$43,065.61
	Fund Cash Account	423-27-0015	<u>-\$100,026.00</u>
			-\$143,091.61
Rio Grande			
To:	Mileage & Per Diem	423-28-2010	\$534.61
	Equipment	423-28-2058	\$2,986.65
	Uniforms	423-28-2127	<u>\$719.10</u>
			\$4,240.36
From:	Car Expense	423-28-2011	-\$2,000.00
	Equipment Maint & Repair	423-28-2012	-\$841.14
	Supplies	423-28-2056	-\$476.00
	Professional Services	423-28-2100	-\$200.00
	Safety Equipment	423-28-2171	-\$268.69
			<u>-\$454.53</u>
			-\$4,240.36
Tome/Adelino			
To:	Capital Outlay	423-29-2028	<u>\$1,034.76</u>
			\$1,034.76
From:	Supplies	423-2-2056	<u>-\$1,034.76</u>
			-\$1,034.76
Meadowlake			
To:	Car Expense	423-30-2011	\$654.23
	Equip Maint & Repair	423-30-2012	\$507.27
	Professional Services	423-30-2100	\$1,999.70
	Uniforms	423-30-2127	\$973.55
	Safety Equipment	423-30-2171	<u>\$1,277.00</u>
			-\$5,411.75
From:	Supplies	423-30-2056	-\$1,379.67
	Equipment	423-30-2058	-\$1,173.13
			<u>-\$2,858.95</u>
			-\$5,411.75
Manzano Vista			
To:	Equipment	423-57-2058	\$3,591.16
	Uniforms	423-57-2127	<u>\$368.67</u>
			\$3,959.83
From:	Mileage & Per Diem	423-57-2010	-\$1,000.00
	Supplies	423-57-2056	-\$2,959.83

				<u>-\$3,959.83</u>
Highland Meadows				
To:	Car Expense	423-61-2011		\$2,774.80
	Repairs to Building	423-61-2023		\$2,759.53
				<u>\$5,534.33</u>
From:	Equipment	423-61-2058		<u>-\$5,534.33</u>
				<u>-\$5,534.33</u>
EMS GRT				
EMS				
To:	Part Time Salries	426-52-2003		\$14,608.95
	Temporary Salries	426-52-2004		\$96.00
	Medicare	426-52-2064		\$359.21
	Group Insurance	426-52-2065		\$11,806.60
	Professional Services	426-52-2100		\$150.00
	Uniforms	426-52-2127		\$14,716.37
	Training	426-52-2177		\$957.20
				<u>\$42,694.33</u>
From:	Full Time Salaries	426-52-2002		-\$20,040.20
	Car Expense	426-52-2011		-\$5,000.00
	Equip Maint & Repair	426-52-2012		-\$4,753.39
	Equipment	426-52-2058		-\$3,129.65
	PERA	426-52-2063		-\$6,671.65
	Workers Compensation	426-52-2066		-\$3,099.44
				<u>-\$42,694.33</u>
County Indigent				
Indigent				
To:	Full Time Salaries	435-36-2002		\$1,405.04
	Office Supplies	435-36-2009		\$275.07
	Equipment	435-36-2058		\$160.00
	PERA	435-36-2063		\$181.77
	Group Insurance	435-36-2065		\$153.00
	Multi-Line Insurance	435-36-2073		\$844.00
	Retiree Health Care	435-36-2184		\$100.53
				<u>\$3,119.41</u>
From:	Overtime	435-36-2005		<u>-\$3,119.41</u>
				<u>-\$3,119.41</u>
Environmental/Solid Waste				
Solid Waste				
To:	Telephone	446-39-2007		\$214.30
	Printing & Publishing	446-39-2008		\$500.56

Car Expense	446-39-2011	\$2,470.91
Equip Maint & Repair	446-39-2012	\$470.18
Rental of Equipment	446-39-2013	\$11,653.17
Supplies	446-39-2056	\$190.33
Gorup Insurance	446-39-2065	\$880.81
Multi-Line Insurance	446-39-2073	\$2,893.00
Training	446-39-2177	\$145.00
Retiree Health Care	446-39-2184	\$102.91
Registration Fees	446-39-2197	\$150.00
		<u>\$19,671.17</u>

Workers Compensation	446-39-2065	-\$2,926.91
Professional Services	446-39-2100	<u>-\$16,744.26</u>
		<u>-\$19,671.17</u>

Clerks Equip & Recording

As Equip & Recording

To:	Equip Maint & Repair	449-41-2012	<u>\$368.43</u>
			<u>\$368.43</u>

From:	Postage	449-41-2006	<u>-\$368.43</u>
			<u>-\$368.43</u>

Sheriffs Dept GRT

Sheriffs GRT

To:	Overtime Salaries	462-65-2005	\$31,644.62
	Telephone	462-65-2007	\$2,448.03
	Printing & Publishing	462-65-2008	\$213.98
	Equip Maint & Repair	462-65-2012	\$28,754.47
	Lease Purchase	462-65-2029	\$733.32
	Transportation & Extradition	462-65-2037	\$1,958.73
	Supplies	462-65-2056	\$4,256.62
	Equipment	462-65-2058	\$440.47
	Professional Services	462-65-2100	\$22,605.29
	Safety Equipment	462-65-2171	\$313.60
	Training	462-65-2177	<u>\$1,226.00</u>
			<u>\$94,595.13</u>

From:	Full Time Salaries	462-65-2002	-\$22,625.63
	Capital Outlay	462-65-2028	-\$21,175.00
	PERA	462-65-2063	-\$47,679.25
	Group Insurance	462-65-2065	<u>-\$3,115.25</u>
			<u>-\$94,595.13</u>

Road Dept GRT

Road GRT

To:	Capital Outlay	463-63-2028	<u>\$23,313.67</u> \$23,313.67
From:	Beginning Cash Balance	463-63-1000	<u>-\$23,313.67</u> -\$23,313.67
Multi Activity			
Belen Activity			
	Supplies	480-47-2056	916.37
	Professional Services	480-47-2100	<u>1000</u>
			1916.37
From:	Belen Receipts	480-47-1014	<u>-1916.37</u> -1916.37
Del Rio Activity			
To:	Supplies	480-46-2056	<u>100</u> 100
From:	Belen Receipts	480-487-1014	<u>-100</u> -100