

December 19, 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

AMENDED
DECEMBER 17, 2012 8:05 A.M.

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

December 5, 2012.....Regular Business Meeting

PRESENTATION(S)

Donald Holliday

- 5) Animal Control. *Erik Tanner*
- 6) Valencia County Juvenile Justice Update. *Cynthia Ferrari*
- 7) County Manager Update. *Bruce Swingle*
- 8) Commission Presentation. *Commission Chair Donald Holliday*

DISCUSSION (Non-Action) ITEM(S)

None

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 9) Consideration of the Indigent Report, 1 appeal. *Barbara Baker / Dan Zolnier*

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

ACTION ITEM(S)

- 10) Consideration of Approval to Raise Small Purchase Limits for Efficiency and in Support of Procurement Card ("P-Card) Program. *Michael Vinyard*
- 11) Consideration for Approval of First Amendment to the Valencia County Juvenile Justice Board Continuum Coordinator Services Contract. *Cynthia Ferrari*
- 12) Consideration for Approval of New Day Contract for Valencia County Juvenile Justice Board Reception Assessment Center Services. *Cynthia Ferrari*
- 13) Consideration for approval of Amendment #5 to CYFD Contract 11-690-13020-5. *Cynthia Ferrari*
- 14) Consideration of Approval for a contract extension with Triadic Enterprises for additional software support.
Lawrence Esquibel

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FINANCIAL MATTERS:

15) Approval of Financial/Payroll warrants. *Nick Telles*

16) Approval of Budget Adjustment Requests. *Nick Telles*

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:

17) Pursuant to Section 10-15-1 (h) (6) & (7) (1999), the following matters may be discussed in closed session: *Barela v. BOCC, Negotiation of Solid Waste Contract, RFP # VCR-FY13-005.*

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

ACTION ITEMS:

18) Award of Contract for Solid Waste Services, RFP # VCR-FY13-005. Board of County Commissioners.

19) Establishment of the Administrative Fee for Contract Administration, Enforcement and Cleanup to be Charged in Connection with Solid Waste Contract. Board of County Commissioners.

NEXT COMMISSION MEETING:

- ♦ January 2, 2013 – Business Meeting @ 9:30 A.M.
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

DECEMBER 19, 2012

PRESENT	
Donald E. Holliday, Chair	
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.

Chairman Holliday asked for a moment of silence in memory of the children and teachers of the Sandy Hook School shooting.

3) Approval of Agenda

Commissioner Otero-Kirkham moved for approval of the amended agenda. Seconded by Commissioner Gentry. Motion carried unanimously.

4) Approval of Minutes: December 5, 2012-Regular Business Meeting

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

PRESENTATION(S)

5) Animal Control-Erik Tanner

Animal Control Director Erik Tanner gave a department report on how the shelter has done in comparison to last year. Their impounds are remaining steady, adoption has increased and the animal transfers out of state have gone up to 122%, which has resulted in their euthanasia rate dropping about 30% over last year, brings them down to 49%. This is the lowest it's ever been since records have been kept. Owner surrenders are still up due to economic reasons. About half of the animals that are turned over are willfully done by their owners, mostly because people cannot afford to feed them. They have started a food bank in which dog food is given out to the public. It was published in the paper that they were accepting dog food donations and since then have received 6000 pounds of food. They are still working on spay and neuter clinic and they have also made advances on people reporting cases of animal cruelty.

Commissioner Andersen thanked Mr. Tanner for all his hard work as it's really good to hear positive reports from the Animal Shelter Department.

6) Valencia County Juvenile Justice Update-Cynthia Ferrari

Ms. Ferrari stated the Valencia County Juvenile Justice Program is making good progress. Their annual retreat was held in September and at that time they reviewed and updated their bylaws, goals and objectives and their strategic plan in preparation for the RFP which is being released today and will be able to apply for additional funding. The Valencia County Juvenile Justice Board is also making strides in finding alternatives to detention and they are also working with juvenile drug court and juvenile probation. The county's youth are now getting programming instead of just being sent to detention and the county is also saving a tremendous amount of money.

7) County Manager Update – Bruce Swingle

County Manager Bruce Swingle presented a report on the county's accomplishments completed over the last year. This report included the County Manager's Office, Animal Control, Community Development, Detention, Emergency Management, Finance, Fire Service, Human Resources, Information Technology, Procurement and Public Works.

8) Commission Presentation-Commission Chair Donald Holliday

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Chairman Holliday presented plaques to Commissioner Otero-Kirkham and Commissioner Gentry. He thanked them for their years of dedicated service to Valencia County and for the changes they made in order to make Valencia County a better place for all to live.

Commissioner Otero-Kirkham stated she will miss everyone and she and Commissioner Gentry have accomplished many things for the county and was glad to be part of it and she looks forward to the county moving forward and knowing that she had something to do with it. Commissioner Otero-Kirkham thanked county staff and the commissioners.

Commissioner Gentry also thanked county staff, the commission, his constituents of District IV and reflected over his years in office which included the accomplishments made during his term as a County Commissioner as to where it was before and where it is today.

Valencia County Clerk Sally Perea who will be retiring this December also stated that she enjoyed serving the county and the residents of Valencia County for the last thirty years, ten of which were served as Probate Judge. Her accomplishments while serving as County Clerk were implementing the electronic recording, digitizing the old records and the records can now be accessed through the county website. She gave credit to staff who knew their job and did it well and thanked the commission for their support.

County Attorney Dave Pato thanked Commissioner Otero-Kirkham and Commission Gentry for their service to the community and it's been a pleasure and an honor working with them both. He knows how tirelessly they have worked and how much effort and time they have put in. It's a thankless task and their accomplishment are truly remarkable. Mr. Pato presented both commissioners' with plaques as a token of their appreciation.

DISCUSSION (Non-Action) ITEM(s)

None

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

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

9) Consideration of the Indigent Report-1 Appeal- Barbara Baker/Dan Zolnier

Ms. Baker presented the Indigent Claims from November 9, 2012 to December 6, 2012 and requested approval of \$54,837.77.

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

Ms. Baker presented an Indigent Appeal by County Manager Bruce Swingle for inmate James Woolbert in the amount of \$65.00 and requested approval of \$50.05 is paid to UNM Health Sciences Center.

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

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

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

ACTION ITEM(S)

10) Consideration of Approval to Raise Small Purchase Limits for Efficiency and in Support of Procurement Card ("P Card") Program-Michael Vinyard.

Mr. Vinyard is requesting that the commission approve a change in the small purchase limits to be consistent with the current New Mexico Procurement Code and with the current state rules and regulations the State of New Mexico follows. He's asking that the discretionary limit be raised from \$499.00 to \$10,000.00. What this will do is affect the efficiency of how they make those purchases. It will allow departments to put everything on one purchase order. Nothing will change, the purchase requisitions will still continue to come through the purchasing department, they will continue to sign off on them, and Mr. Vinyard will continue to review them and to challenge them. The "P Card" is a purchasing method which will make it possible to track every purchase that was made.

Commissioner Otero-Kirkham moved for approval. Seconded by Chairman Holliday.

Commissioner Gentry said they're probably on the right track but since he's not going to be here he would like for them to hold off on this and wait for the next commission and let them decide what they want to do about their procurement issues. Motion failed 3-2.

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Commissioner Gentry voted no. Commissioner Andersen voted no. Commissioner Romero voted no.

11) Consideration for Approval of First Amendment to the Valencia County Juvenile Justice Board Continuum Coordinator Services Contract-Cynthia Ferrari.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit C)

12) Consideration for Approval of New Day Contract for Valencia County Juvenile Justice Board Reception Assessment Center Services-Cynthia Ferrari.

Commissioner Otero-Kirkham moved for approval. Seconded by Chairman Holliday. Motion carried unanimously. (See Exhibit D)

13) Consideration for Approval of Amendment #5 to CYFD Contract 11-690-13020-5 – Cynthia Ferrari.

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

14) Consideration of Approval for a Contract Extension with Triadic Enterprises for Additional software Support – Lawrence Esquibel.

IT Director Lawrence Esquibel amended his request and recommended rather than a six month time period, they look at extending the contract with Triadic for one year. They have budgeted \$60,000.00 for that in the current fiscal year. The amount for the full year of support from Triadic will be \$70,738. 68.

Commissioner Gentry moved for approval of extending the contract for one year. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (See Exhibit F)

FINANCIAL MATTERS:

15) Approval of Financial Payroll/ Warrants-Nick Telles.

Commissioner Otero-Kirkham moved for approval of Payroll/ Warrants. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibits G-J)

16) Approval of Budget Adjustment Request Resolution 2012-36 – Nick Telles

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-36. (See Exhibit K)

PUBLIC COMMENT:

Those members of the audience making comments at today's Business Meeting were Valencia County residents Charles Montoya, Charles Eaton, Mary Wood, Mike Wood, Clarke Metcalf, Sue Moran and Ernie Byers.

EXECUTIVE SESSION:

17) Pursuant to Section 10-15-1 (H) (2) (6) & (7) (1999), the following matters may be discussed in closed session: Barela v. BOCC, Negotiation of Solid Waste Contract RFP #VCR-FYI13-005.

Commissioner Otero-Kirkham moved to go into Executive Session. Seconded by Commissioner Gentry. 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.

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

County Attorney Adren Nance stated items discussed in Executive Session were limited to Barela vs. Board of County Commissioners and the negotiation of the Solid Waste Contract RFP and no final action was taken.

Commissioner Gentry moved for approval of the summary as stated by Attorney Nance. 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.

ACTION ITEMS:

18) Award of Contract for Solid Waste Services, RFP #VCR-FYI13-005-Board of County Commissioners. Commissioner Gentry moved for approval to award the contract to the highest scoring offer. Seconded by Commissioner Andersen. Motion carried 4-1. Commissioner Otero-Kirkham voted no. (See Exhibit L)

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19) Establishment of the Administrative Fee for Contract Administration, Enforcement and Cleanup to be Charged in Connection with Solid Waste Contract- Board of County Commissioners. (Resolution 2012-37)

Commissioner Gentry moved to accept the administrative fee of \$2.50. This is for administration, projects of cleaning up and garbage disposal throughout the county to be charged in connection with the solid waste contract. Seconded by Commissioner Andersen. Motion carried 4-1. Commissioner Otero-Kirkham voted no.

County Clerk Sally Perea announced Resolution 2012-37. ((See Exhibit M))

Commissioner Otero-Kirkham stated in the many years she has been on the commission she has always wanted things to stay local and this is not going to be local so in her own conscious she had to vote no.

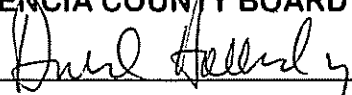
Mr. Vinyard stated the Procurement file is now public and the contract has been award to Waste Management. Waste Management proposed a fee for collection of a simply trash container of \$13.88 and a \$2.50 Administrative Fee will be added on top of that for a total monthly fee of \$16.38 for a single trash container picked up weekly in the unincorporated areas. The Administrative Fee assigned to this will be used for contract administration, enforcement and cleanup of the legal disposal within Valencia County.

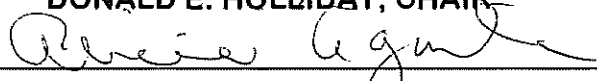
NEXT COMMISSION MEETING:
The next Regular Business Meeting of the Valencia County Board of County Commission will be held on January 2, 2013 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM 87031.

11) Adjournment
Commissioner Otero-Kirkham moved for adjournment. Seconded by Chairman Holliday. Motion carried unanimously. TIME: 11:22 A.M.


NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the December 19, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS


DONALD E. HOLLIDAY, CHAIR

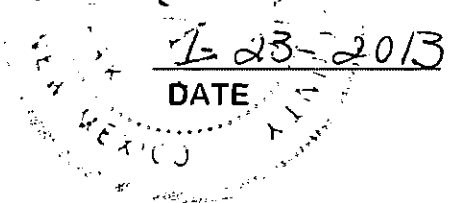

GEORGIA OTERO-KIRKHAM, VICE-CHAIR


LAWRENCE R. ROMERO, MEMBER

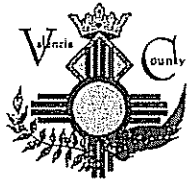

RON GENTRY, MEMBER


MARY J. ANDERSEN, MEMBER

ATTEST: 
SALLY PEREA, COUNTY CLERK *Peggy Carvajal*


DATE 12-23-2013

B: 074 P: 275




VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Dan Zolnier
Individual Making Request: Barbara Baker
Presentation at Meeting on: December 19, 2012
Date Submitted: December 10, 2012
Title of Request: Indigent Report/Appeal

Action Requested of Commission:

Consideration of the Indigent Report for December 19, 2012
Consideration of 1 Appeal for December 19, 2012

Information Background and Rationale

One Report with 76 claims (See attached)
One Indigent Appeal (See attached)

What is the Financial Impact of this Request?

\$54,837.77 recommended for approval of the Indigent Report
\$50.05 recommended for approval of the Indigent Appeal

Legal:

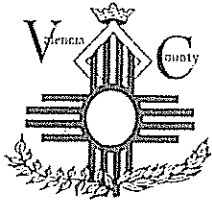
The report and appeal are in order and are germane for the Board of County Commissioners. AN

Finance:

There are sufficient funds in the Indigent Fund for the indigent report and the appeal. The current balance in the Indigent Fund is \$2,803,388.45.

County Manager:

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A standard 1D barcode representing the alphanumeric string B: 074 P: 276.



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

December 19, 2012

Dear Commissioners,

I would like to present the Indigent Claims from November 9, 2012 to December 6, 2012. The amount of claims submitted is \$438,833.35. I ask the Commission to approve \$54,837.77 and to deny \$383,995.58. There were 76 claims submitted, the breakdown is as follows;

- 21 - 27.630% - UNM Health Sciences Center
- 24 - 31.585% - Living Cross Ambulance
- 9 - 11.840% - Presbyterian Hospital
- 8 - 10.530% - Lovelace Medical Center
- 4 - 5.260% - Presbyterian Medical Group
- 2 - 2.630% - Radiology Associates
- 2 - 2.630% - UNM Medical Group
- 1 - 1.315% - St. Vincent Hospital
- 1 - 1.315% - ABQ Health Partners
- 3 - 3.950% - Albuquerque Ambulance
- 1 - 1.315% - Superior Ambulance

The payment for approved claims is as follows;

- \$ 21,137.65 - UNM Health Sciences Center
- 5,792.00 - Living Cross Ambulance
- 10,351.62 - Presbyterian Hospital
- 12,863.94 - Lovelace Medical Center
- 103.84 - Presbyterian Medical Group
- 77.70 - Radiology Associates
- 101.29 - UNM Medical Group
- 2,809.73 - St. Vincent Hospital
- 0.00 - ABQ Health Partners
- 1,200.00 - Albuquerque Ambulance
- 400.00 - Superior Ambulance

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There are 17 applicant denials which are;

11033, 11034, 11056 - Missed Appointment
11036, 11041, 11043, 11044, 11045, 11057 and 11058 - Income
11035, 11049 and 11050 - No Response
11042 - Has Insurance
11062 - 90 Day Limit
11072 and 11073 - Additional Information


The unpaid balance of the medical bills for the approved claims is \$245,018.49 and the unpaid balance of the ambulance bills for the approved claims is \$11,829.83.

Thank you for your consideration.

Sincerely,



Barbara A. Baker

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VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

December 19, 2012

ID NO.	Birth Date	Sex	Provider Name	Date(s) of Service	Diagnosis	Billed	Paid	Reason for Denial
11029	01/29/48	M	Living Cross Ambulance	08/29/12	Chest Pain	1,327.78	400.00	
*			Presbyterian Hospital	08/29/12	*	4,081.00	3,000.00	
11030	05/20/82	F	Living Cross Ambulance	10/12/12	Gall Bladder Surgery	1,341.51	400.00	
*			UNM Health Sciences Center	10/12-10/17/12	*	32,562.55	2,700.00	
*			UNM Health Sciences Center	10/24/12	*	516.00	300.00	
11031	02/18/79	M	Living Cross Ambulance	09/24/12	Stabbing	1,314.05	400.00	
			UNM Health Sciences Center	09/24-09/25/12	*	10,703.35	1,000.00	
			Living Cross Ambulance	10/21/12	Motor Vehicle Accident	1,108.10	400.00	
11032	03/03/55	M	UNM Health Sciences Center	10/21-10/23/12	*	21,743.50	2,000.00	
*			Living Cross Ambulance	08/31/12	Knee Infection	920.73	400.00	
*			Living Cross Ambulance	09/17/12	*	961.92	400.00	
*			UNM Health Sciences Center	08/16-08/21/12	*	16,151.95	750.00	
*			UNM Health Sciences Center	08/31-09/10/12	*	43,089.55	2,000.00	
*			UNM Health Sciences Center	10/15/12	*	2,513.35	250.00	
11033	11/11/70	F	Living Cross Ambulance	08/24/12	Shoulder Injury	1,085.49	0.00	Missed Appointment
*			Living Cross Ambulance	09/27/12	Alcohol Abuse	1,195.33	0.00	*
11034	12/09/62	F	Living Cross Ambulance	09/21/12	Overdose Prescribed Medication	1,217.94	0.00	Missed Appointment
11035	07/06/71	M	Presbyterian Hospital	10/08-10/11/12	Cellulitis	12,801.70	0.00	No Response
11036	03/15/54	F	UNM Health Sciences Center	09/08/12	Vaginal Bleeding	1,338.00	0.00	Income
11037	09/16/53	F	UNM Health Sciences Center	09/28/12	Polyps - Surgery	6,773.00	3,000.00	
11038	03/02/81	F	Presbyterian Hospital	10/03-10/05/12	Gall Bladder Surgery	32,404.29	3,000.00	
11039	05/18/93	M	Superior Ambulance	09/24/12	Irregular Heart Beat	702.13	400.00	
*			Lovelace Medical Center	09/24/12	*	1,122.00	863.94	
11040	09/02/65	F	Albuquerque Ambulance	10/05/12	Medication Reaction	668.00	400.00	
11041	07/31/64	M	UNM Health Sciences Center	10/12/12	Colon - Polyps	2,112.50	0.00	Income
11042	06/26/51	F	Living Cross Ambulance	10/31/12	Pneumonia	1,190.48	400.00	
*			Lovelace Medical Center	10/31-11/06/12	*	50,412.00	0.00	Has Medicare
11043	01/28/52	M	UNM Health Sciences Center	10/08-10/10/12	Heart Attack	12,477.50	0.00	Income
11044	03/30/62	F	UNM Health Sciences Center	11/05/12	Polyps	2,486.40	0.00	Income
11045	12/08/43	F	UNM Health Sciences Center	09/20/12	Severe Nosebleed	1,781.55	0.00	Income

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11046	08/19/86	M	Living Cross Ambulance	05/14/12	Behavioral	1,286.59	400.00
11047	02/20/57	F	Presbyterian Hospital	05/07-05/10/12	Hip Replacement	1,106.00	851.62
11048	09/13/52	F	UNM Health Sciences Center	09/24/12	Infection - Bloodstream	844.35	500.00
*			Albuquerque Ambulance	09/26/12	*	569.00	400.00
*			Presbyterian Hospital	09/26/12	*	1,499.00	500.00
*			Living Cross Ambulance	10/07/12	*	1,016.84	400.00
11049	10/17/60	F	Presbyterian Hospital	10/19/12	Unknown	4,043.00	0.00 No Response
11050	11/20/68	F	UNM Health Sciences Center	09/27/12	Unknown	1,815.66	0.00 No Response
11051	12/20/49	F	Lovelace Medical Center	11/08/12	Chest Pain	4,273.00	3,000.00
11052	03/22/77	F	Living Cross Ambulance	10/18/12	Kidney Stone	1,355.24	400.00
*			UNM Health Sciences Center	10/19/12	*	2,707.80	2,085.00
11053	03/05/66	M	Lovelace Medical Center	11/07/12	Alcohol Abuse	9,217.00	2,500.00
*			Lovelace Medical Center	11/16/12	*	1,676.00	500.00
11054	10/22/61	F	Lovelace Medical Center	09/01/12	Severe Headache	7,334.00	3,000.00
11055	05/10/93	M	UNM Health Sciences Center	10/30/12	Convulsion	2,605.00	2,005.85
*			Living Cross Ambulance	10/30/12	*	1,204.21	400.00
11056	12/10/58	F	Living Cross Ambulance	08/19/12	Burn on Abdomen	103.38	0.00 Missed Appointment
11057	04/25/56	F	Living Cross Ambulance	08/23/12	Congestive Heart Failure	1,204.21	0.00 Income
*			UNM Health Sciences Center	08/23-08/26/12	*	18,150.80	0.00 *
11058	10/21/87	F	Living Cross Ambulance	08/29/12	Abdominal Pain	1,190.48	0.00 Income
*			Lovelace Medical Center	08/29/12	*	12,092.00	0.00 *
11059	07/12/71	F	Living Cross Ambulance	11/13/12	Suicidal	103.38	96.00
11060	12/18/61	M	Radiology Associates	09/25/12	JAIL - Hand Injury	30.00	25.93
*			UNM Medical Group	10/04/12	*	18.00	14.06
*			UNM Medical Group	10/04/12	*	198.00	87.23
11061	01/30/92	M	Presbyterian Medical Group	10/18/12	JAIL - Hand Injury	107.00	25.93
11062	01/27/73	M	ABQ Health Partners	08/12/12	JAIL - Behavioral	382.00	0.00 90 Day Limit
11063	02/12/86	M	Presbyterian Medical Group	11/15/12	JAIL - Hand Injury	107.00	25.97
11064	06/09/73	M	Radiology Associates	10/11/12	JAIL - Groin Infection	100.00	51.77
11065	05/09/77	M	Presbyterian Medical Group	11/19/12	JAIL - Hand Injury	107.00	25.97
11066	11/02/62	F	Presbyterian Medical Group	11/14/12	JAIL - Foot Injury	107.00	25.97
11067	12/22/88	M	UNM Health Sciences Center	06/01/12	JAIL - Leg Injury	3,635.35	2,799.21
11068	08/10/77	F	Living Cross Ambulance	09/23/12	Thyroid	1,126.68	400.00
*			UNM Health Sciences Center	09/23/12	*	1,992.60	1,534.30
11069	09/14/76	M	Living Cross Ambulance	11/02/12	Fainted	1,341.51	400.00
*			UNM Health Sciences Center	11/02/12	*	277.00	213.29
11070	03/30/51	M	Living Cross Ambulance	10/05/12	Behavioral/Suicidal	103.38	96.00
*			Living Cross Ambulance	10/07/12	*	1,044.30	400.00

*				10/07/12	*	3,599.00	500.00
*	Presbyterian Hospital			10/08/12	*	2,106.00	250.00
*	Presbyterian Hospital			10/08-11/08/12	*	64,985.00	2,250.00
11071	F	09/02/59		09/03/12	Dehydration	536.00	400.00
*	Albuquerque Ambulance			09/03/12	*	8,330.00	3,000.00
11072	M	05/09/27		08/17/12	Shortness of Breath	103.38	0.00 Additional Information
11073	F	01/27/93		08/09/12	Motor Vehicle Accident	1,154.14	0.00 Additional Information
11074	M	01/02/92		10/09/12	Fainted - Head Injury	3,842.42	2,809.73
						438,833.35	54,837.77

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VALENCIA COUNTY COMMISSION MEETING

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Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	73958	11029	1,327.78	927.78	400.00
Presbyterian Hospital	020688916-2242	11029	4,081.00	1,081.00	3,000.00
Living Cross Ambulance	75526	11030	1,341.51	941.51	400.00
UNM Health Sciences Center	216707547	11030	32,562.55	29,862.55	2,700.00
UNM Health Sciences Center	217130756	11030	516.00	216.00	300.00
Living Cross Ambulance	74979	11031	1,314.05	914.05	400.00
UNM Health Sciences Center	216068684	11031	10,703.35	9,703.35	1,000.00
Living Cross Ambulance	75748	11031	1,108.10	708.10	400.00
UNM Health Sciences Center	216982488	11031	21,743.50	19,743.50	2,000.00
Living Cross Ambulance	74196	11032	920.73	520.73	400.00
Living Cross Ambulance	74614	11032	961.92	561.92	400.00
UNM Health Sciences Center	214793762	11032	16,151.95	15,401.95	750.00
UNM Health Sciences Center	215328006	11032	43,089.55	41,089.55	2,000.00
UNM Health Sciences Center	216735183	11032	2,513.35	2,263.35	250.00
Living Cross Ambulance	73842	11033	1,085.49	1,085.49	0.00
Living Cross Ambulance	74995	11033	1,195.33	1,195.33	0.00
Living Cross Ambulance	74807	11034	1,217.94	1,217.94	0.00
Presbyterian Hospital	020074191-2282	11035	12,801.70	12,801.70	0.00
TOTALS			154,635.80	140,235.80	14,400.00

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VALENCIA COUNTY COMMISSION MEETING

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Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	215552407	11036	1,338.00	1,338.00	0.00
UNM Health Sciences Center	216219725	11037	6,773.00	3,773.00	3,000.00
Presbyterian Hospital	000462919-2277	11038	32,404.29	29,404.29	3,000.00
Superior Ambulance	116115	11039	702.13	302.13	400.00
Lovelace Medical Center	P1226800022	11039	1,122.00	258.06	863.94
Albuquerque Ambulance	12080572	11040	668.00	268.00	400.00
UNM Health Sciences Center	216686824	11041	2,112.50	2,112.50	0.00
Living Cross Ambulance	76055	11042	1,190.48	790.48	400.00
Lovelace Medical Center	P1230500721	11042	50,412.00	50,412.00	0.00
UNM Health Sciences Center	216541292	11043	12,477.50	12,477.50	0.00
UNM Health Sciences Center	217459593	11044	2,486.40	2,486.40	0.00
UNM Health Sciences Center	215962101	11045	1,781.55	1,781.55	0.00
Living Cross Ambulance	70212	11046	1,286.59	886.59	400.00
Presbyterian Hospital	000577941-2122	11047	1,106.00	254.38	851.62
UNM Health Sciences Center	216069302	11048	844.35	344.35	500.00
Albuquerque Ambulance	1278034	11048	569.00	169.00	400.00
Presbyterian Hospital	02026063-2270	11048	1,499.00	999.00	500.00
Living Cross Ambulance	75299	11048	1,016.84	616.84	400.00
TOTALS			119,789.63	108,674.07	11,115.56

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VALENCIA COUNTY COMMISSION MEETING

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Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	001357394-2292	11049	4,043.00	4,043.00	0.00
UNM Health Sciences Center	216165795	11050	1,815.66	1,815.66	0.00
Lovelace Medical Center	P1231300864	11051	4,273.00	1,273.00	3,000.00
Living Cross Ambulance	75749	11052	1,355.24	955.24	400.00
UNM Health Sciences Center	216910810	11052	2,707.80	622.80	2,085.00
Lovelace Medical Center	P1231200920	11053	9,217.00	6,717.00	2,500.00
Lovelace Medical Center	P1232100823	11053	1,676.00	1,176.00	500.00
Lovelace Medical Center	P1224501439	11054	7,334.00	4,334.00	3,000.00
UNM Health Sciences Center	217287937	11055	2,605.00	599.15	2,005.85
Living Cross Ambulance	76405	11055	1,204.21	804.21	400.00
Living Cross Ambulance	73592	11056	103.38	103.38	0.00
Living Cross Ambulance	73707	11057	1,204.21	1,204.21	0.00
UNM Health Sciences Center	215075383	11057	18,150.80	18,150.80	0.00
Living Cross Ambulance	73953	11058	1,190.48	1,190.48	0.00
Lovelace Medical Center	P1224200649	11058	12,092.00	12,092.00	0.00
Living Cross Ambulance	76459	11059	103.38	7.38	96.00
Radiology Associates	15364721	11060	30.00	4.07	25.93
UNM Medical Group	565433	11060	18.00	3.94	14.06
TOTALS			69,123.16	55,096.32	14,026.84

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VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Medical Group	565433	11060	198.00	110.77	87.23
Presbyterian Medical Group	BL10076517100	11061	107.00	81.07	25.93
ABQ Health Partners	235158	11062	382.00	382.00	0.00
Preesbyterian Medical Group	133471	11063	107.00	81.03	25.97
Radiology Associates	15360072	11064	100.00	48.23	51.77
Presbyterian Medical Group	BL10078261070	11065	107.00	81.03	25.97
Presbyterian Medical Group	562198	11066	107.00	81.03	25.97
UNM Health Sciences Center	211512124	11067	3,635.35	836.14	2,799.21
Living Cross Ambulance	74821	11068	1,126.68	726.68	400.00
UNM Health Sciences Center	216024190	11068	1,992.60	458.30	1,534.30
Living Cross Ambulance	76135	11069	1,341.51	941.51	400.00
UNM Health Sciences Center	217450402	11069	277.00	63.71	213.29
Living Cross Ambulance	75301	11070	103.38	7.38	96.00
Living Cross Ambulance	75302	11070	1,044.30	644.30	400.00
Presbyterian Hospital	020820817-2281	11070	3,599.00	3,099.00	500.00
Presbyterian Hospital	008019036-2282	11070	2,106.00	1,856.00	250.00
Presbyterian Hospital	008019036-2283	11070	64,985.00	62,735.00	2,250.00
Albuquerque Ambulance	12071644	11071	536.00	136.00	400.00
TOTALS			81,854.82	72,369.18	9,485.64

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1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

Lawrence R. Romero

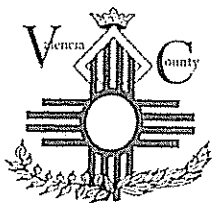
Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Lovelace Medical Center	M1224700190	11071	8,330.00	5,330.00	3,000.00
Living Cross Ambulance	73746	11072	103.38	103.38	0.00
Living Cross Ambulance	73309	11073	1,154.14	1,154.14	0.00
St. Vincent Hospital	3000470698	11074	3,842.42	1,032.69	2,809.73
Subtotal			13,429.94	7,620.21	5,809.73
Total			438,833.35	383,995.58	54,837.77

Lawrence R. Romero

Total

5,809.73

54,837.77



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: December 19, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: James Woolbert - Indigent Inmate Appeal

Bruce Swingle has requested an Indigent Appeal for the Indigent Denial of November 26, 2012 of James Woolbert for his UNM Health Sciences Center bill in the amount of \$65.00. Mr. Woolbert was denied as the bill was received after the 90 day limit. I would like to recommend approval of the UNM Health Sciences bill in the amount of \$65.00. If approved the amount being paid to UNM Health Sciences Center would be \$50.05.

Approved by the Board of County Commissioners at the regular meeting of December 19, 2012.

Donald E. Holliday
Donald E. Holliday, Chair

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen
Mary J. Andersen

Ron Gentry
Ron Gentry

Lawrence R. Romero
Lawrence R. Romero

ATTESTED BY:

Sally Perea
Sally Perea, Valencia County Clerk

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VALENCIA COUNTY**PROFESSIONAL SERVICES CONTRACT**

#VCP-FY13-009

VCJJB Continuum Coordinator

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Cynthia Ferrari whose address is P.O. Box 1791, Los Lunas, NM 87031, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:**1. Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed two thousand three hundred twenty four dollars and twenty cents (\$2,324.20) monthly, such compensation to include all expenses and not to exceed thirteen thousand nine hundred forty five dollars and twenty cents (\$13,945.20). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement, up to a maximum of one hundred seventy five dollars and eighty cents (\$175.80) monthly, such amount not to exceed one thousand fifty four dollars and eighty cents (\$1,054.80), shall be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall not be reimbursable.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses but excluding allowable New Mexico gross receipts tax, shall not exceed thirty thousand dollars (\$30,000.00) or the maximum allowable funding provided for by the grant, whichever is lesser, in any twelve (12) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this

EXHIBIT C**B: 074 P: 288**

Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. Term.

This Agreement shall become effective January 1, 2013 and shall terminate on June 30, 2013 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services



contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

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 County.

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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 County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the

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County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. 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.

15. Penalties for violation of law.

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.

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16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

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

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities

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and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. 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.

23. 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.

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by

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the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

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33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Order of Precedence.

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

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36. Notices.

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

To the County: Bruce Swingle, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor: Ms. Cynthia Ferrari
P.O. Box 1791
Los Lunas, NM 87031

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

By: Cynthia Ferrari Date: Dec 12, 2012
Contractor

Printed Name: Cynthia Ferrari
Address: PO Box 1791, Los Lunas NM 87031

By: Bruce Swingle Date: 12/20/12
Valencia County Manager

Printed Name: Bruce Swingle

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

By: Michael C. Vinyard Date: 12/20/12
Valencia County Purchasing Agent

Printed Name: Michael C. Vinyard


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


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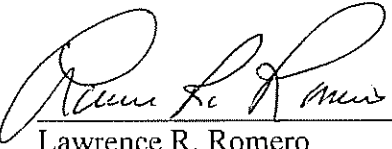
BOARD OF COUNTY COMMISSIONERS


APPROVED, ADOPTED AND PASSED on this 19th day of December, 2012.


Donald E. Holliday
Chair, District V

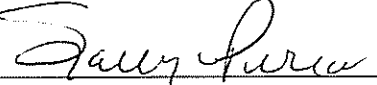

Georgia Otero-Kirkham
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea
Valencia County Clerk

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Attachment 1

Scope of Work

Performance Outcome:

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

Goals:

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

Activities:

The Contractor May at the direction of the Executive Committee:

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

1. Conduct a thorough assessment of the Valencia County Service Area and its communities.
 - a. The assessment information shall consist of analysis of the service area's economics; demographics; public health and vital statistics; education data; child welfare and juvenile justice system; information on the children and youth i.e. Kids data books published by the Annie E Casev Foundation.

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

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Continuum Coordinator Duties

The Contractor May at the discretion of the Executive Committee:

1. Coordinate VCJJB and Executive Committee Activities

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

2. Coordinate implementation and maintenance of programs

- Prepare program contracts
- Attend and facilitate program meetings
- Prepare and monitor performance measures
- Troubleshoot and problem-solve with programs on pending issues
- Monitor contract and budget compliance
- Prepare annual program evaluations
- Coordinate program submittal of invoices and monthly reports
- Serve as liaison with programs on JJAC , VCJJB and Valencia County requests
- Facilitate decisions and follow up

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3. Coordinate outcome data

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

4. Coordinate funding

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

5. Coordinate community outreach

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

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Attachment 2

Annual Budget

Fifth Revision – Budget

Valencia County

<u>Description</u>	<u>Amount</u>
<u>Professional Services:</u>	
Contracting Agency for Assessment Study:	
Design, development and implement	
Valencia County assessment tool	\$ 0.00
Continuum Coordinator supervising community assessment	
and program development.	\$ 25,000.00
Increase amended amount for FY12 (July 1, 2011 to Sept. 30, 2011)	\$ 7,500.00
Increase amended amount for FY12 (Oct.1, 2011 to June 30, 2012)	\$ 50,000.00
Increase amended amount for FY13 (July 1, 2012 to Dec. 31, 2012)	\$ 28,750.00
Increase amended amount for FY13 (Jan. 1, 2013 to June 30, 2013)	\$ 28,750.00
 <u>*Travel:</u>	
Mileage and per Diem	\$ 3,000.00
<u>Miscellaneous expenses:</u>	
Printing, data collection instruments, postage, faxing &	
Supplies	\$ 2,000.00
 <u>Training</u>	 \$ 0.00
TOTAL Budget	\$ 145,000.00

The total amount of this contract shall not exceed \$145,000.00, including gross receipt taxes.

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

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

Note: The budget indicated above applies collectively to both contracts #VCP-FY13-009 (VCJJB Continuum Coordinator) and #VCP-FY13-010 (VCJJB Reception Assessment Services).

Federal Funding Source: Title II Formula
2010-JF-FX-0037
16.501
FFY 2010

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VALENCIA COUNTY**PROFESSIONAL SERVICES CONTRACT
#VCP-FY13-010
VCJJB Reception Assessment Services**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and New Day whose address is 1330 San Pedro NE Suite 201-B, Albuquerque, NM 87110, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:**1. Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed a maximum of two thousand four hundred forty four dollars (\$2,444.00) monthly based on Contractor providing twenty (20) hours of service per week. Such compensation shall include New Mexico Gross Receipts Tax and all expenses. For services that do not total twenty (20) hours per week, compensation shall be reduced on a pro rata basis.

The total amount payable under this Agreement, including New Mexico Gross Receipts Tax and all expenses shall not exceed thirteen thousand seven hundred fifty dollars (\$13,750.00). The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than



fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. Term.

This Agreement shall become effective January 1, 2013 and shall terminate on June 30, 2013 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

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

6. **Status of Contractor.**

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

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 County.

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 County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

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9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

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4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. 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.

15. Penalties for violation of law.

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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures 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

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discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

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

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as

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soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. 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.

23. 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.

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

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27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

B: 074 P: 311



34. Order of Precedence.

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Notices.

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


To the County: Bruce Swingle, County Manager
PO Box 1119
Los Lunas, NM 87031

B: 074 P: 312



To the Contractor: New Day
1330 San Pedro NE, Suite 201-B
Albuquerque, NM 87110

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

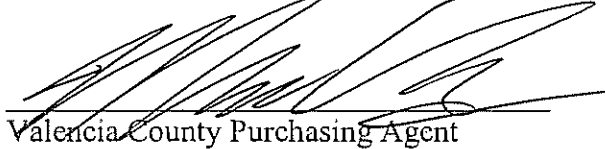
By:  Date: 12-18-12
Contractor

Printed Name: Steve Johnson, New Day
Address: 1330 San Pedro NE A-10 NM 87110

By: _____ Date: _____
Valencia County Manager

Printed Name: Bruce Swingle

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

By:  Date: 12/19/12
Valencia County Purchasing Agent

Printed Name: Michael C. Vinyard

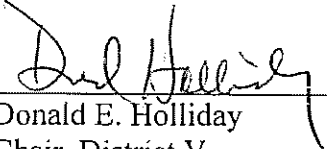
Address: P.O. Box 1119, Los Lunas, NM 87031

B: 074 P: 313

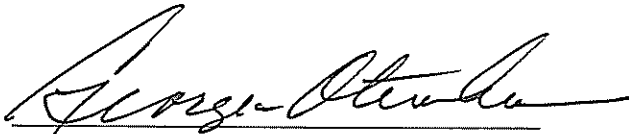


BOARD OF COUNTY COMMISSIONERS


APPROVED, ADOPTED AND PASSED on this 19th day of December, 2012.



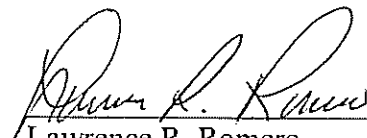
Donald E. Holliday
Chair, District V



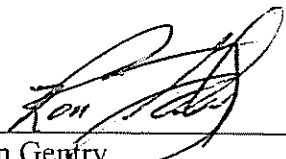
Georgia Otero-Kirkham
Vice-Chair, District II



Mary J. Andersen
Commissioner, District I

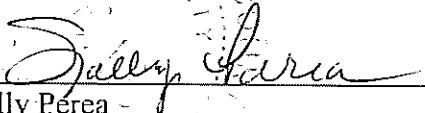


Lawrence R. Romero
Commissioner, District III



Ron Gentry
Commissioner, District IV

Attest:



Sally Perea -
Valencia County Clerk

B: 074 P: 314



Attachment 1

Scope of Work

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

In furtherance of the goals set forth above, the Contractor shall provide Reception and Assessment Services as a means of detention diversion to Valencia County. RAC offices located in Valencia County shall be open 20 hours per week, unless otherwise approved in advance by Valencia County or its authorized representative. Specific times the offices shall be open will be negotiated with the Juvenile Justice Board and Coordinator. At a minimum:

1. RAC staff shall accept youths, allowing return of the officers to the field,
2. RAC staff shall work with the youths to complete a functional assessment which covers their current status in school, home, family and community. This includes peer influences, feelings, self-harm potential, substances use, etc.,
3. Contractor shall share this assessment with the family when they receive or pick up a youth. A Caregiver Assessment may also be completed. Based on the findings, families may be offered follow-up services to help them meet any identified needs,
4. RAC staff shall contact families over the next 30 days to check if they were able to access services and see if they need any further assistance,
5. RAC shall pick up and transport youths to New Day Shelter or other locations as Contractor deems appropriate,
6. RAC staff shall be on call for emergency situations. Hours spent working on responses to emergencies will be deducted from the weekly 20 hours required,
7. RAC staff shall schedule and supervise jail tours for youths and family members, as appropriate, for diversionary educational purposes,
8. RAC staff shall assist with truancy issues as may be requested by the Executive Board, and
9. RAC services shall be available at the New Day Shelter 24 hours per day, 365 days per year. New Day has 16 shelter beds available 24 hours per day, 365 days a year to youth served by the RAC program. If the shelter is at capacity when RAC services are needed, referrals to alternate placements may be made.

B: 074 P: 315



Attachment 2

Annual Budget

Fifth Revision – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
<u>Professional Services:</u>	
Contracting Agency for Assessment Study:	
Design, development and implement	
Valencia County assessment tool	\$ 0.00
Continuum Coordinator supervising community assessment	
and program development.	\$ 25,000.00
Increase amended amount for FY12 (July 1, 2011 to Sept. 30, 2011)	\$ 7,500.00
Increase amended amount for FY12 (Oct.1, 2011 to June 30, 2012)	\$ 50,000.00
Increase amended amount for FY13 (July 1, 2012 to Dec. 31, 2012)	\$ 28,750.00
Increase amended amount for FY13 (Jan. 1, 2013 to June 30, 2013)	\$ 28,750.00
<u>*Travel:</u>	
Mileage and per Diem	\$ 3,000.00
<u>Miscellaneous expenscs:</u>	
Printing, data collection instruments, postage, faxing &	
Supplies	\$ 2,000.00
<u>Training</u>	\$ 0.00
TOTAL Budget	\$ 145,000.00

The total amount of this contract shall not exceed \$145,000.00, including gross receipt taxes.

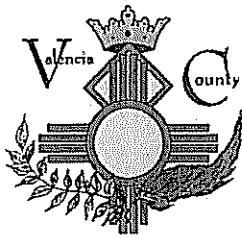
Valencia County agrees that expenditures will not deviate from the project budget without prior written approval from the designated Agency's program manager. Funds may be moved between individual line items in the budget with written pre-approval by the Agency's Program Manager. Initiate a pre-approval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

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

Note: The budget indicated above applies collectively to both contracts #VCP-FY13-009 (VCJJB Continuum Coordinator) and #VCP-FY13-010 (VCJJB Reception Assessment Services).

Federal Funding Source: Title II Formula
2010-JF-FX-0037
16.501
FFY 2010

B: 074 P: 316

VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Cynthia Ferrari

Individual Making Request: Cynthia Ferrari

Presentation at Meeting on: December 19, 2012

Date Submitted: December 5, 2012

Title of Request: Request for approval of Amendment #5 to CYFD Contract 11-690-13020-5.

Action Requested of Commission:

Request for approval of Amendment #5 to CYFD Contract 11-690-13020-5.

Information Background and Rationale:

1. **Extend the term** of above listed contract through June 30, 2013.
2. **Increase compensation provided by CYFD to Valencia County** for FY13 by \$28,750.00 for a new contract total of \$145,000.00 for Juvenile Justice Board. This amount will cover the costs of the Continuum Coordinator and Reception Assessment Center Services.
3. **Revise Fourth Revised Attachment 2-Budget** to reflect the increase in budget to provide additional work following the original Scope of Work.

What is the Financial Impact of this Request?

There is no financial impact to the county.

Staff Comments:

Legal:

Approval of this Amendment is necessary to increase the compensation to the County under our Contract with CYFD and to extend the term through June 2013. D.P.

Finance:

Total revenue increase will be reimburseable to the County. Budget adjustments are necessary to reflect increase in revenue and expenses for FY. Total for FY should be \$57,500. CC

EXHIBIT E

B: 074 P: 317



**AMENDMENT NUMBER FIVE (5)
AGREEMENT**

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

PURPOSE OF AMENDMENT

1. **Extend the term** of contract through June 30, 2013.
2. **Increase compensation** for FY13 by \$28,750.00 for a new contract total of \$145,000.00.
3. **Revise Fourth Revised Attachment 2-Budget** to reflect the increase in budget to provide additional work following the original Scope of Work.

CHANGES TO AGREEMENT

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

I. Period of Agreement

This Agreement shall become effective January 1, 2013 and shall terminate on June 13, 2013, unless terminated pursuant to Article VI, *infra*.

III. Limitation of Cost

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

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


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

B: 074 P: 318



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

Contractor, Valencia County


Authorized Signatory

Date: _____

Donald Holliday
Printed Title of Authorized Signatory


Legal Counsel, Contractor

Date: 12/19/12

Agency, Children, Youth and Families Department

Secretary or Designee, Agency

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

B: 074 P: 319



Fifth Revised Attachment 2 – Budget
Valencia County

<u>Description</u>	<u>Amount</u>
<u>Professional Services:</u>	
Contracting Agency for Assessment Study: Design, development and implement Valencia County assessment tool	\$ 0.00
Continuum Coordinator supervising community assessment and program development.	\$ 25,000.00
Increase amended amount for FY12 (July 1, 2011 to Sept. 30, 2011)	\$ 7,500.00
Increase amended amount for FY12 (Oct.1, 2011 to June 30, 2012)	\$ 50,000.00
Increase amended amount for FY13 (July 1, 2012 to Dec. 31, 2012)	\$ 28,750.00
Increase amended amount for FY13 (Jan. 1, 2013 to June 30, 2013)	\$ 28,750.00
<u>*Travel:</u>	
Mileage and per Diem	\$ 3,000.00
<u>Miscellaneous expenses:</u>	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
<u>Training</u>	\$ 0.00
TOTAL Budget	\$ 145,000.00

The total amount of this contract shall not exceed \$145,000.00, including gross receipt taxes.

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

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

Federal Funding Source:

Title II Formula
2010-JF-FX-0037
16.501
FFY 2010

B: 074 P: 320



**TRANSITION PERIOD
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
VALENCIA COUNTY AND
TRIADIC ENTERPRISES, INC.**

THIS TRANSITION PERIOD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is made and entered into this 19 day of SEPTEMBER, 2012, by and between Valencia County, New Mexico, a statutorily created county (hereinafter referred to as the "County"), and Triadic Enterprises, Inc., a New Mexico corporation (hereinafter referred to as "Triadic"), with its principal place of business at 121 West Hemlock, Deming, NM 88030.

RECITALS:

WHEREAS, the County and Triadic have entered into professional services agreements which agreements provided for software licensing and programming services to be provided to the County by Triadic, an example of which, dated December 30, 2011 is attached hereto as **EXHIBIT A**, (the "Professional Services Agreement");

WHEREAS, all professional service agreements are expiring by their terms, but the County desires to continue utilizing Triadic's services;

WHEREAS, all the prior professional service agreement provided for multi-year discounts and terms which the County determined were not required;

WHEREAS, the County desires to have the option for multi-year pricing and discounts:

WHEREAS, the County and Triadic realize there has been inflationary costs and reflection in the Consumer Price Index (CPI-U) is an equitable means for calculating such costs and the prior agreement (**Exhibit A**) had a CPI-U index of 226.889 and the CPI-U for September 2012 is 231.407 both based on 1982-1984 index of 100 and such change is an increase of 101.991%;

WHEREAS, the County's new vendor is not able to begin providing services to the County in a timely fashion and the County desires to enter into a contract with Triadic to provide services during the period of time between the termination of the Professional Services Agreement and the time the County's new vendor can begin to provide services, such time to be determined by the County at the outset of this Agreement (the "Transition Period");

WHEREAS, the County has previously determined that Triadic is the only source available to provide licensing and programming services as on software provided by Triadic;

WHEREAS, the parties desire formalize the arrangement whereby Triadic will provide professional services to the County during the Transition Period.

EXHIBIT F



AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. Transition Services.

1.1 Contract Services. Triadic shall grant and the County shall accept upon the terms and conditions hereinafter set forth non-transferable and nonexclusive licenses to use as licensed programs, custom designed by Triadic for the functions and the tasks requested by the County. Triadic shall maintain all existing programs provided by Triadic under previous agreements, in accordance with State laws, statutes and directives. The custom software (computer programming) provided shall be designed and structured to run on IBM iSeries equipment. Contract services shall be limited to the support of the Assessor, Clerk, Manager (including Finance, Payroll, and Accounts Payable), and Treasurer. Additional offices such as Road, Sheriff, Airport, Hospital, or any office other than the Assessor, Clerk, Manager, and Treasurer shall be negotiated separately. No services shall be provided to migrate or otherwise assist in moving information to any third party and such services may be done at the County's request solely at Triadic's discretion and shall be negotiated separately.

Any initial training, technical orientation and instruction to designated personnel of the County which is necessary and incidental to the implementation of the contract services specified in this agreement shall be provided by Triadic at addition charges as set forth. Triadic shall not be obligated to train new county personnel or personnel not participating in the initial instruction period.

Any hardware, peripheral equipment, supplies, or cost of operations which are supplied to the County by Triadic shall be covered under a separate agreement.

1.2 Programming Services. For Triadic supplied software programs provided herein, Triadic will provide programming services for the term of this agreement. However, Triadic does not guarantee service results or represent or warrant that all errors will be corrected unless such errors are reported to Triadic by the County. Triadic agrees that it will make a good faith effort to correct reported program errors in a reasonable time.

In addition, from time to time, Triadic may provide program enhancement. Such enhancements will be delivered at Triadic's discretion in order to allow Triadic the necessary time for design, development, testing, and all other associated programming functions.

2. Transition Contract Period. The County must make an election at the execution of this Agreement as to the Transition Period. It is a material part of this Agreement that the term be fixed at the execution of the Agreement. The County hereby elects a Transition Period by checking box and initialing desired term of:

- ☐ Initial _____ Six (6) months commencing January 1, 2013 expiring June 30, 2013
- ☒ Initial ✓ One (1) year commencing January 1, 2013 expiring December 31, 2013
- ☐ Initial _____ Two (2) years commencing January 1, 2013 expiring December 31, 2014
- ☐ Initial _____ Three (3) years commencing January 1, 2013 expiring December 31, 2015
- ☐ Initial _____ Four (4) years commencing January 1, 2013 expiring December 31, 2016



3. Payment. The County will pay Triadic according to the following payment schedule, the following appropriate amount shall be billed during or before January of each year covered by the agreement. All payments are billed in advance, are due on or before the 25th of each January of each year, and shall commence with the period of coverage starting on January 1, 2013 through the expiring date selected in Section 2.

MONTHLY FEES BASED ON SERVICES DESIRED AND TERM	4 YEAR Contract	3 YEAR Contract	2 YEAR Contract	1 YEAR Contract	6 Month Contract
Amount due each January 1st of contract period	\$36,276.24	\$43,531.44	\$ 54,414.36	\$70,738.68	\$47,748.60
Monthly amount shown for comparison purposes	\$3,023.02	\$3,627.62	\$4,534.53	\$5,894.89	\$7,958.10

3.1 Late Fee. A late fee of 1.5% of the payment due shall be charged on any and all payments that are not paid by the date due.

3.2 Extraordinary Charges. The County will pay Triadic for any extraordinary services, products or equipment beyond the scope of this Agreement, provided, however, no such extraordinary services except those listed in item (3) below, shall be provided unless requested in writing by County. Such services include, but are not limited to: (1) special meetings on the County's behalf; (2) repair and maintenance of, or remediation of problems, with non-Triadic equipment and software; and (3) replacing or redoing cabling, configurations, and PC functions which are altered or damaged by non-Triadic personnel and which interfere with Triadic's ability to provide the contracted services and which must be remedied, repaired, or altered by Triadic in order to provide the contracted services. Triadic, in its sole discretion, will determine if any of the matters listed in item (3) above need to be provided, and shall provide an invoice to the County accordingly. All other, extraordinary services will be authorized by the County before being provided. Prices for extraordinary services are as follows:

Programming Fees	\$150.00/hour
Network Support	\$100.00/hour
Training: On-site (one on one)	\$800.00/day in 1/2 day increments plus travel and per diem
Training: At Triadic's office	\$800.00/per day limited to 6 people per class
Computer Time	\$100.00/hour
Mileage by automobile	Actual optional standard mileage rate in effect as published by the Internal Revenue Service.
Travel by other means	Actual Cost
Travel time (in addition to mileage above)	\$ 35.00/hour
Per diem	\$150.00/per day
Special items	Actual Cost

3.3 Taxes. The County shall pay all applicable gross receipts taxes or other applicable taxes, in addition to any amounts listed above in this Section 3 and in Section 5.

B: 074 P: 323



4. Termination. This Agreement may be terminated as follows:

4.1 Expiration of Transition Period. This Agreement will automatically terminate at the expiration of the Transition Period elected by the County at the execution of this Agreement.

4.2 Termination for Cause; Opportunity to Cure. If either party fails to meet its obligations under this Agreement it shall constitute a default. The non-defaulting party shall give the defaulting party notice of its default in writing. If such violation is not corrected to the reasonable satisfaction of the non-defaulting party within sixty (60) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within sixty (60) days and thereafter diligently pursued to completion), the non-defaulting party may, without further notice, terminate the Agreement, and seek its remedies as permitted under this Agreement.

5. Data Files. In the event Triadic, including its employees, is required to draft any software applications, code or other computer programming, including, but not limited to a full file conversion, data transfers, data migrations, or any other event which utilizes Triadic's services and/or expertise shall be contracted separately and shall not be part of this agreement.

6. County Responsibility. In addition to other obligations contained in this Agreement, the County shall be responsible for the following:

6.1 County-provided Equipment. All of the computer time necessary for utilization of the software provided under this agreement and necessary to complete the requirements of the County as specified shall be provided by the County on an IBM iSeries Servers with sufficient storage and processing power to provide adequate services to the individual offices. This shall include all hardware, peripheral equipment and costs of operation. The County shall be responsible for providing a VPN connection to Triadic for remote software support

6.2 County-owned Equipment. The County shall be responsible for all County owned equipment, firewalls, networks and associated infrastructure (LANs), and e-mail servers and service and domains. The County shall not hide or modify actual users, workstation names, or Transition Period activity from Triadic as all this information is vital to tracking and auditing. The County shall use due diligence to insure against computer viruses.

6.3 Calendar. Time may be of the essence in certain operations of the County and in order to insure timely delivery of compiled data to the County, a schedule of any due dates pertaining to said operations and deemed critical by the County shall be delivered to Triadic at the beginning of this Agreement and at the beginning of each calendar year thereafter. The County shall be responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output.

6.4 Submission of Data. In order to insure the timely compilation of data by Triadic for subsequent submission to the County in accordance with any timetables set forth by the County, the County shall be obligated to insure that the basic information for processing shall be submitted to Triadic in a timely manner as specified by Triadic. The County shall be responsible for all processed data in printed form and shall notify Triadic of the personnel authorized for pick up at Triadic's office. Once delivery has been made, Triadic shall have no further responsibility or liability regarding the delivered data.

6.5 County Tasks. County tasks on which Triadic personnel assist shall remain under the supervision and control of the County.



6.6 Miscellaneous. The County shall be exclusively responsible for the supervision, management, and control of its use of the licensed software, including but not limited to: (a) audit controls, operating methods and actual operation of computer hardware; (b) implementing sufficient procedures and checkpoints to satisfy its requirements to security and accuracy of input and output as well as restart and recovery in the event of malfunction; (c) providing adequate work space for Triadic personnel to fulfill its required services; and (d) insuring proper backups are made of all data files in a timely manner and stored in a proper facility off site. The County shall take reasonable security measures for protection of licensed software provided by Triadic while in its possession, including the copying modification protection and security of licenses software.

7. Protection and Security. The following provisions apply to data protection and security.

7.1 Use of Programs. Each program license granted under this Agreement authorizes the County to use the licensed program in machine readable form and usable only on IBM iSeries server, Power-6 server, or Power-7 server and shall be designated by type/serial number and its associated units. However, if the designated IBM Server is inoperative due to malfunction, any license granted under this Agreement for such IBM Server shall be temporarily extended to authorize the County to use the licensed program, in machine readable form, on any other IBM Server of like kind until the designated IBM Server is returned to operation. For purposes of this Agreement "use" is defined as copying any portion of the licensed program's instructions or data from storage units or media into the designated Server-6 for processing. Licenses granted under this Agreement authorize the County to utilize licensed programs, in printed form, in support of the use of such licensed programs in machine readable form.

7.2 Confidential Information. With respect to financial, statistical, and personnel data relating to the County's operation which is confidential, is clearly so designated, and which is submitted to Triadic, Triadic will instruct its personnel to keep such information confidential by using the same reasonable care and discretion that they use with similar data which is designated as confidential. However, Triadic shall not be required to keep confidential any data which is or becomes publicly available, is independently developed by Triadic outside the scope of this Agreement, or is rightfully obtained from third parties. In addition, Triadic shall not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to it or developed during the course of this Agreement by its personnel or jointly by its and the County's personnel. Triadic will not release or disclose the contents of data classified as not public to any person except at the written direction of the County. Upon termination of this contract, Triadic agrees to return data to the County, as requested by the County.

7.3 Data Ownership. All processed data shall belong to the County and Triadic shall not be responsible for any errors or omissions in any input data supplied by the County. Triadic shall take reasonable security measures for protection of the data while in its possession, but shall not be liable in any manner for an unauthorized disclosure of County data if said disclosure is not a result of negligence on the part of Triadic, its agents or employees. Both parties shall take reasonable care to protect the systems from outside virus and corruption of the data bases and software.

7.4 Intellectual Property. All original written material including programs, tapes, listings, and other and programming related material originated and prepared for the County pursuant to this Agreement shall belong exclusively to Triadic. The idea, concepts or techniques relating to data processing, developed during the course of this Agreement by Triadic personnel or jointly by Triadic and the County's personnel can be used by either party in any way it may deem appropriate. Each invention, discovery, or improvement which includes ideas, concepts, or techniques relating to data



processing developed pursuant to this Agreement shall be treated as follows (a) if made by the County's personnel, it shall be the property of the County; (b) if made by Triadic personnel it shall be the property of Triadic; and (c) if made jointly by personnel of Triadic and the County it shall be jointly owned without accounting. The County acknowledges that Triadic has numerous other clients which are municipalities or local governments whose needs may be similar to that of the County. This Agreement shall not preclude Triadic from developing materials which are competitive, irrespective of their similarity, to materials which might be delivered to the County pursuant to this Agreement.

7.5 Permission to Copy. The County shall not copy, in whole or in part, any licensed programs or optional materials which are provided by Triadic in printed form under this Agreement. Any licensed programs which are provided by Triadic in machine readable form may be copied, in whole or in part, in printed or machine readable form, for use by the County with a designated Server-6, for emergency restart purposes, to replace a worn copy, or to understand the contents of such machine readable material as provided below, provided, however, that no more than two (2) printed copies and one (1) machine readable copy will be in existence under any license at any one time without prior written consent from Triadic. The original, and any copies of licensed programs, in whole or in part, which are made hereunder shall be the property of Triadic and shall be returned to Triadic upon termination of this Agreement.

(a) The County shall keep any such copies and the original at a mutually designated County location, except that the County may transport or transmit a copy or the original of any licensed program to another location for backup use when required by IBM Server malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. In no event shall the program be applied or used for purposes not incidental or part of the business of the County.

(b) The County may not make changes to any licensed program and utilize any supporting documentation for their own purposes. Any time, travel, or other resources provided by Triadic to correct any errors created by the County shall be considered extraordinary services.

7.6 Risk of Loss. If any licensed program is lost or damaged while in the possession of the County, Triadic will replace the same at a charge equal to replacement cost. The County acknowledges that such licensed programs and optional materials are confidential and proprietary information of Triadic and the County shall use its best efforts to protect such confidential and proprietary information of Triadic.

8. Leased Equipment. In the event the County elects Option B or Option C and continues to lease equipment referenced in EXHIBIT B from Triadic under this Agreement, the provisions of Section 3 Covenants and Conditions in the Equipment Lease attached hereto as EXHIBIT B shall apply, and such section is incorporated herein by reference.

8.1 County Acknowledgement. The County acknowledges that the Equipment is nearing the end of its useful service life and Triadic has recommended that the County invest in updated Equipment to support the latest versions of Triadic software which cannot be run and operated on the Equipment currently leased by the County. The County has elected to continue to lease the Equipment and not to upgrade.

9. Personnel. In recognition of the fact that Triadic personnel provided to the County under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Triadic from performing such similar services or restrict Triadic from using the personnel provided to the County under this Agreement. Triadic will make every effort consistent with sound business practices to honor the



specific requests of the County with regard to the assignment of its employees; however, Triadic reserves the sole right to determine the assignment of its employees.

10. Warranty and Limitation of Liability. Triadic warrants only that programming services provided hereunder will conform and accomplish the functions for which they are designed, and warrants their merchantability and fitness for a particular purpose. The County agrees that Triadic's liability hereunder for legal damages, regardless of the form of action, and including any mediation award or agreement as the case may be shall not exceed the sum of all contract charges paid hereunder. This shall be the County's exclusive remedy. In no event will Triadic be liable for consequential damages even if Triadic has been advised of the possibility of such damages.

11. Representations of Triadic. Triadic makes the following representations and warranties:

11.1 Existence and Good Standing. Triadic is a corporation duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

11.2 Authority. Triadic has the legal power and right to enter into this Agreement; and the signature hereon of Michael Hofacket as President of Triadic Enterprises, Inc. has been authorized by Triadic and its Board of Directors.

12. Representations of the County. The County makes the following representations and warranties:

12.1 Existence and Good Standing. The County is a duly organized and validly existing county government under the laws of the State of New Mexico; has statutory power to carry on its business as it is now being conducted.

12.2 Authority. The County has the legal authority, power and the right to enter into this Agreement; and this Agreement has been authorized by affirmative resolution of the County Commission of Valencia County, New Mexico meeting in regular or special session in accordance with laws of the State of New Mexico.

13. Mediation. In the event a dispute, claim or other matter under this Agreement arises, the parties hereto agree to submit such dispute, claim or other matter to mediation. The parties shall jointly agree on a mediator, and if a mediator cannot be mutually agreed upon, each party shall select an independent mediator who shall together select a mediator to mediate the dispute. Each party shall pay its own costs in pursuit of mediation and shall split the costs of the mediation evenly. In the event such mediation is unsuccessful in resolving the dispute, the parties agree that venue to resolve the dispute is the Sixth District Court located in Deming, New Mexico.

14. Effect of Agreement. It is agreed that Triadic is an independent contractor, acting on its own and is not an employee of the County. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Assignment of Agreement. No assignment of this Agreement can be made by County or Triadic except with the prior approval of either party. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed, or otherwise transferred by the County without prior written consent from Triadic. No right to print or copy, in whole or in part, the licensed programs or optional materials is granted hereby except as hereinafter expressly provided.



16. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of New Mexico.

17. Entire Agreement. This Agreement, together with the attached Exhibits, shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. Successors and Assigns. This Agreement and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns respectively, of the parties hereto, provided, however, that no assignment shall vest in the assigns any right, title, or interest whatever, unless such assignment is in compliance with the terms of this Agreement.

19. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

20. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

21. Severability. If any provision included in this Agreement proves to be invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions.

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

TRIADIC
Triadic Enterprises, Inc.

By: _____
Michael L. Hofacket
President

COUNTY
County of Valencia, New Mexico

By: Donald Holliday _____
Approved: Donald Holliday, (Initials)
Chair, Valencia County Commission

ATTEST:

Sally Perea
Sally Perea,
Valencia County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

B: 074 P: 329



**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 December 5, 2012 covering vendor bills processed on the above date.

Check # 116238 to 116306 inclusive, for the total of \$588,502.88.

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.

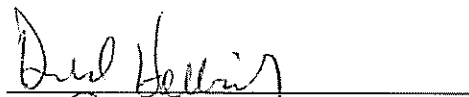
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.


Recommended:

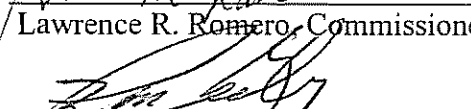

Nick Telles-Finance Director


Done this 19th day of December, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holladay, Chair


Lawrence R. Romero, Commissioner

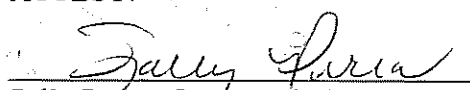

Ron Gentry, Commissioner


Georgia Otero-Kirkham, Vice-Chair


Mary J. Andersen, Commissioner

EXHIBIT G

ATTEST:


Sally Perea, County Clerk

B: 074 P: 330



**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 December 12, 2012 covering vendor bills processed on the above date.

Check # 116428 for the total of \$22,997.00.

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:



Nick Telles-Finance Director

Done this 19th day of December, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS


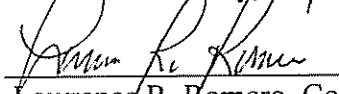

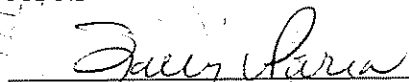

Donald E. Holliday, Chair
Lawrence R. Romero, Commissioner
Ron Gentry, Commissioner
Georgia Otero-Kirkham, Vice-Chair
Mary J. Andersen, Commissioner

EXHIBIT H

ATTEST:


Sally Perea, County Clerk

B: 074 P: 331



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

The attached computer printout lists all checks issued by the Managers Office on December 14, 2012 covering payroll process on the above date.
Direct Deposit Check# 28196 through Direct Deposit Check # 28391 inclusive.
Deduction Check # 0116391 through Deduction Check # 0116427 inclusive.
Payroll Check #93870 through Payroll Check # 93934 inclusive.
Listing total \$ 389,214.00

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:



Nick Telles, Finance Director

Done this 14 day of December, 2012

VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair


Georgia Otero-Kirkham, Vice Chair


Mary Andersen, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:

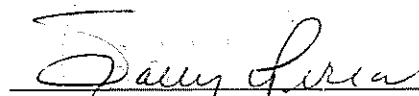

Sally Perea, County Clerk

EXHIBIT I

B: 074 P: 332



**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 December 12, 2012 covering vendor bills processed on the above date.
Check # 116309 to 116390 inclusive, for the total of \$290,022.35.

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:

Nick Telles

Nick Telles-Finance Director

Done this 19th day of December, 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 J

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For Local Government Division use only:

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EXHIBIT K

(Date)

VALENCIA COUNTY

Contract No.VCR-FY13-005

THIS AGREEMENT is made and entered into by and between the County of Valencia, Board of County Commissioners (hereinafter referred to as the "County") and Waste Management of New Mexico, Inc. (hereinafter referred to as the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the County Manager and the Board of County Commissioners ("Effective Date").

Findings.

1. **Collection.** The County finds that uncontrolled, inadequately controlled and improper collection, transportation, and disposal of solid waste:
 - 1.1. is a public nuisance and a clear and present danger to the people;
 - 1.2. provides harborages and breeding places for disease-carrying injurious insects, rodents and other pests harmful to the public health, safety and welfare;
 - 1.3. constitutes a danger to livestock and domestic animals;
 - 1.4. decreases the value of private and public property, causes pollution, blight and deterioration of the natural beauty and resources of this community and has adverse economic and social effects on the community and its residents.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.
2. **Administrative Fee and Taxes; Rate Adjustments.**
 - 2.1. **Administrative Fee.** The Contractor shall pay to the County an administrative fee, the amount of which shall be set forth by the Board of County Commissioners, for the express purposes of County contract administration, enforcement, and cleanup costs (the "Administrative Fee"). The Administrative Fee shall be payable only for those solid waste containers serviced by Contractor, and for which Contractor receives payment by its customer. Said Administrative Fee is to be paid not less than quarterly.
 - 2.1.1. Contractor must submit, with their Administrative Fee payment, a detailed statement reflecting all services provided to County residents under this contract that explains how the Administrative Fee for the reporting period was calculated.

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- 2.2. Taxes. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).
- 2.3. CPI Adjustments. On each anniversary of the Commencement Date (the "Adjustment Date"), Contractor's rates set forth in the Rate Schedule in Attachment 2, as adjusted hereunder, shall be automatically adjusted by the percent change in the average of the Consumer Price Index described below ("CPI") for the 12-month period ending the previous January, compared to the next previous January to January period. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the County of the CPI adjustment to take effect on the Adjustment Date and shall provide the County with its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. For example, a CPI adjustment occurring on April 1, 2015 would be calculated as follows:

(Average CPI index amount for January 2013 to January 2014 – Average CPI index amount for January 2012 to January 2013)/ Average CPI index amount for January 2012 to January 2013 = Percent Change

Percent Change * Contractor rate = change in applicable rate

The index to be used for any such CPI calculation is the "Garbage and trash collection" sub-index found within the "Water and sewer and trash collection services" sub-index found within the "Fuels and utilities" sub-index which appears within the Housing" index of "Consumer Price Index for All Urban Consumers (CPI-U)", Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently be found by going to: "<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column. These requirements and limitations shall continue to apply should the U.S. Department of Labor change their web site such that these directions are rendered invalid.

3. Term. This Agreement shall commence on the Effective Date and continue, unless terminated pursuant to Section 4, until eight (8) years from the Commencement Date. The Commencement Date, April 1, 2013, is the date on which Contractor shall commence services hereunder. In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.

4. Termination.

- 4.1. If, through any cause other than a force majeure, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement pursuant to

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Section 4.2 and 4.3 below. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.

4.2. Default. In the event of any material failure or refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement, the County and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within five (5) business days, the County shall have the right to terminate this Agreement if:

4.2.1. following the five-day meeting period above, the County shall have given written notice to Contractor specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor, and

4.2.2. Contractor fails to take reasonable steps to commence to correct the same within five (5) days from the date of the notice given by County under Section 4.2.1 and Contractor thereafter fails to diligently continue to take reasonable steps to correct such default.

4.3. Termination. Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the County as provided above, this Agreement shall be of no further force and effect unless the County elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

4.4. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any County owned personal property or equipment provided to the Contractor shall be returned to the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations. This section is NOT APPLICABLE to this Agreement.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport

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to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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 County.
8. **Subcontracting.** Notwithstanding subcontractors described in its proposal, the Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.
9. **Release.** This section is NOT APPLICABLE to this Agreement.
10. **Confidentiality.** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
11. **Product of Service -- Copyright.** This Section is NOT APPLICABLE to this Agreement.
12. **Conflict of Interest; Governmental Conduct Act.**
 - 12.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.
 - 12.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 12.2.1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
 - 12.2.2. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a

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public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

12.2.3. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

12.2.4. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

12.2.5. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

12.3. Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the Effective Date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

12.4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12.

13. **Amendment**. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. **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.

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15. **Penalties for violation of law.** 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.
16. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
17. **Applicable Law.** In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.
19. **Records, Financial Audit and Inspection.** The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The County has the right to inspect any facility at any time.
20. **Disclaimer and Hold Harmless.** Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.
21. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and

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all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. **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.
23. **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.
24. **Authority.** If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.
25. **Lobbying.** This section is NOT APPLICABLE to this Agreement.
26. **Approval of Contractor Personnel.** This section is NOT APPLICABLE to this Agreement.
27. **Survival.** The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.
28. **Succession.** This agreement shall extend to and be binding upon the successors and assigns of the parties.
29. **Force Majeure.** A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

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30. **Mediation.** In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.
31. **Notice to Proceed.** It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.
32. **Attorney's Fees.** In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.
33. **Cooperation.** All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.
34. **Incorporation and Order of Precedence.** Request for Proposals No. VCR-FY13-005 and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:
1. Any contract amendment(s), in reverse chronological order; then
 2. this contract itself; then
 3. the responses to questions and answers from the Request for Proposal; then
 4. the Request for Proposals; then
 5. the Contractors Best and Final Offer(s), in reverse chronological order; then
 6. the contractor's proposal; then
 7. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).
35. **Patent, Copyright, Trademark and Trade Secret Indemnification.**
- 35.1. The Contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the Contractor's trade secret infringement relating to any product or service

provided under this agreement, the Contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

35.1.1. give the Contractor prompt written notice of any claim;

35.1.2. allow the Contractor to control the defense or settlement of the claim; and

35.1.3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

35.2. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

35.2.1. provide a procuring agency of the County the right to continue using the product or service;

35.2.2. replace or modify the product or service so that it becomes non-infringing; or

35.2.3. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Performance Bond.

36.1. Contractor shall furnish a bond in a form to be prescribed and approved by the County, payable to the County and conditioned upon Contractor faithfully performing all of the collection and disposal requirements of this Agreement. Said bond must be in the amount of one million dollars (\$1,000,000), and must remain in place for the duration of the agreement.

36.2. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this Agreement, Contractor shall furnish a performance bond in the same amount, or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond.

36.3. This Agreement shall be subject to termination by the County at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason.

Notice of cancellation of the bond must be served upon the County six (6) months prior to the effective date of said cancellation. The Agreement will not be terminated if, within thirty (30) days of such notice, Contractor files with the County a similar bond to be effective for the balance of the contract period.

37. **Liability Insurance.** Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

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

To the County: Valencia County
 Bruce Swingle, County Manager
 PO Box 1119
 Los Lunas, NM 87031

To the Contractor: Waste Management of New Mexico, Inc.
 Frank Santiago, Public Sector Solutions Manager
 PO Box 15700
 Rio Rancho, NM 87174

39. **Interface with Local Solid Waste Ordinances.** County and Contractor shall comply with the terms of any County ordinance relating to solid waste and/or disposal management. All terms and phrases used in this Agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.

40. **County Solid Waste Ordinance.** The County agrees to make such modifications to its Solid Waste Ordinance as shall be necessary to implement the terms of this Agreement where determined to be necessary by the County, including any continuing modification of said Solid Waste Ordinance during the term of this Agreement and any optional extension hereof.

41. **Quality of Service Study.** The County may conduct a quality of service survey annually or at such time periods as the County deems reasonable. Contractor will pay up to \$1,000.00 if requested for the cost of the survey. The County will coordinate the preparation of the survey with Contractor, who may provide input into the questions in the survey.

42. **Areas to be Served; Routes, Schedule.**

42.1. **Areas to be Served.** Service shall be provided to all areas within the corporate limits of the County and any tracts, territories and areas hereafter annexed to, or acquired by the County.

- 42.2. Routes and Schedule of Collections. Contractor shall provide the County with schedules of residential collection routes, and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Contractor shall so notify each consumer affected, in a manner and time as is reasonable.
- 42.3. Areas non-conducive to curbside collection will be addressed as outlined in Contractor's response to RFP.
43. Waste Facility Registration. The Contractor is responsible for registration, renewal, and/or permitting of any of the waste facilities the Contractor operates as a requirement of this Agreement. Registration and/or permitting will be maintained in accordance with State regulations.
44. Hours of Collection. Normal hours of collection shall be as specified below. Exceptions will be approved by the County only when necessary to complete collection of a route due to unusual circumstances. Residential collection shall be between the hours of 7:00a.m. to 6:00 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.
45. Collection Holidays. Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Thanksgiving, and Christmas. If Contractor observes the above listed holidays as non-collection days, then collection shall occur on the next day of the week and all other collection days shall be pushed by one day hence. The suspension of collection service on any designated holiday in no way relieves Contractor of the obligation to provide collection service at least once per week. Extending the hours of collection to meet this obligation is subject to the County's approval.
46. Operations; Necessary Equipment and Containers; Repair and Maintenance. Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's standards and meet all Department of Transportation ("DOT") standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear at a minimum the name and telephone number of Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least three (3) inches high. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste.
- 46.1. All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned and deodorized or maintained in a sanitary and non-offensive condition.

- 46.2. Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
- 46.3. Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. Contractor shall be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third parties. Contractor will bill customers for destroyed or damaged equipment that was caused by the customer's negligent treatment of equipment, such as burned or destroyed carts or dumpsters.
- 46.4. Contractor may make private collections with the same vehicles used for collections under this Agreement, provided that such use in no way impairs the delivery of service required under this Agreement.
47. **Inspection of Equipment.** County shall have the right to inspect all vehicles, equipment and containers used by Contractor in carrying out the requirements of this Agreement. Contractor shall promptly perform all corrections of conditions found to be in violation of any County Ordinances or state or federal laws.
48. **Landfill/Disposal Site.** All waste is to be taken to a registered or permitted facility.
49. **Insurance.** Contractor shall maintain in full force and effect throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employer's liability coverage will be required of Contractor and any subcontractor for any class of employee engaged in work under this Agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the County and authorized to do business in the State of New Mexico.

Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this Agreement, Contractor shall furnish the County with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policies shall not thereafter be canceled, permitted to expire, or changed without sixty (60) days advance written notice to the County (10 days for non-payment of premium).

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$1,000,000 Each accident \$1,000,000 Disease - Each employee \$5,000,000 Disease - Aggregate

General Liability:
Bodily Injury and Property

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Damage	\$5,000,000 Each Occurrence/\$6,000,000 aggregate
Excess Umbrella Coverage	\$10,000,000 each occurrence/\$10,000,000 aggregate
Environmental Pollution:	
Gradual and Sudden Releases	\$2,000,000 Each Occurrence
Into Environment	\$5,000,000 Aggregate


Contractor shall name the County as an additional insured, and shall insure the County in the same general terms and to the same general effect as any agreement of Contractor, to indemnify and hold harmless the County. Insurance limits and coverage requirements shall be reviewed at annual intervals from the effective date hereof, and may then be adjusted at the option of the County. The County shall not require an increase greater than the average insurance coverage required by Counties of similar size in the southwest United States. All policies must contain a provision requiring the insurer to notify the County at least sixty (60) days prior to cancellation of any policy (10 days for non-payment of premium). The County, its officers or employees will not be responsible for any claims or actions occasioned by the failure of Contractor to comply with the provisions of this paragraph.

50. **Lawsuits/Litigation.** Contractor shall pay any judgment which may be obtained against the County either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or nonperformance by Contractor of the terms of this Agreement. If the County alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by County and Contractor shall appear and defend such action unless caused solely by the negligence of the County.
51. **Compliance with Law.** In its performance of the terms and conditions of this Agreement, Contractor shall comply with all County, state and federal laws, ordinances and regulations which are now or which may hereafter regulate the activities, which are the subject of this Agreement. Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the County and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.
52. **Exclusive Right; Exclusion.** The County does hereby grant to Contractor, and Contractor shall have, the exclusive duty, right and privilege to collect and dispose, or otherwise handle, all residential Solid Waste, Recyclable Materials, and Bulky Goods (as these terms are defined in NMSA 1978, Section 74-9-3 (1990)) generated, deposited, accumulated or otherwise coming to exist in the unincorporated areas of the County ("Contract Area"). All residential premises, including multi-family complexes, within the Contract Area shall be required by County to utilize the collection services of Contractor provided hereunder.

B: 074 P: 347

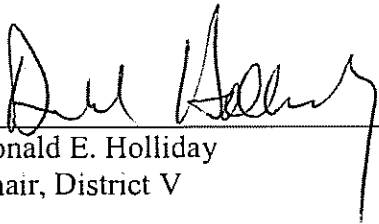
However, nothing in this Agreement shall prevent the owner or occupant of any residential premises from personally transporting Solid Waste or Recyclables generated said premises for purposes of disposing of the same at an authorized disposal area or transfer station. Each residential premises in the Contract Area shall maintain minimum service with Contractor, regardless of self-hauling. Such exclusive right shall not preclude the County from engaging in community or illegal dump cleanups of generated, deposited, accumulated or other residential solid waste otherwise coming to exist in the unincorporated areas of the County, or otherwise engaging any Contractor to conduct such activities on its behalf.


[Signatures on following page]


B: 074 P: 348


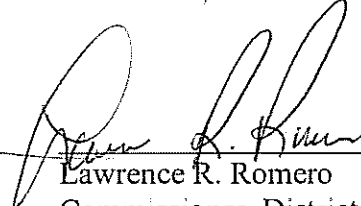
BOARD OF COUNTY COMMISSIONERS


APPROVED, ADOPTED AND PASSED on this 19th day of December, 2012.


Donald E. Holliday
Chair, District V

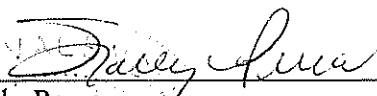

Georgia Otero-Kirkham
Vice-Chair, District II


Mary J. Andersen
Commissioner, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea
Valencia County Clerk

B: 074 P: 350



Attachment 1

SCOPE OF WORK

Required activities include, but are not necessarily limited to, the following:

1. Provide regularly scheduled (weekly) curb-side solid waste collection for all households in the unincorporated portions of Valencia County.
2. Offer optional recycling for recyclables to each household served.
3. Pursuant to Contractor's proposal, assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility.
4. Pursuant to Contractor's proposal, construct, operate, maintain and improve at least one additional waste facility within 36 months of contract award. As with residential curb-side waste collection, the Contractor will be fully responsible for all fiscal aspects of the operation of these facilities and will retain all revenues generated.
5. Assume full responsibility for all aspects of billing as well as payment and collections management and provide for County oversight.
6. Provide community outreach and education to residents.
7. Support no less than six (6) community clean-up events annually.
8. Provide no less than two (2) bulk item pick-ups annually, per customer, at customer request.

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Attachment 2
RATE SCHEDULE

B: 074 P: 352



ATTACHMENT 2

APPENDIX C

COST RESPONSE FORM

**Valencia County RFP #VCR-FY13-005
Waste Management Services for Valencia County**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Costs.

OFFEROR NAME: Waste Management of New Mexico, Inc

Item			Multiplier*		Total Monthly Cost
Proposed Monthly Cost PER HOUSEHOLD, (One [1] Waste Bin) =	\$ <u>13.88</u>	times	16,000	=	\$ <u>222,080.00</u>
Proposed Monthly Cost PER HOUSEHOLD, (One [1] Recycle Bin) =	\$ <u>3.50</u>	times	6,400	=	\$ <u>22,400.00</u>
Proposed Monthly Cost for EACH extra Waste Bin =	\$ <u>6.00</u>	times	1,000	=	\$ <u>6,000.00</u>
Proposed Monthly Cost for EACH extra Recycle Bin =	\$ <u>3.50</u>	times	250	=	\$ <u>875.00</u>
			Total Monthly Sum**	=	\$ <u>251,355.00</u>
	Total Monthly Sum times 12	=	Total Annual Sum***	=	\$ <u>3,016,260.00</u>

* The multiplier used is for comparison purposes only and does not reflect anticipated or planned usage.

** Add the four (4) Total Monthly Costs together

*** Multiply Total Monthly Sum times twelve (12)

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ATTACHMENT 2

APPENDIX C – ATTACHMENT (ADDITIONAL SERVICE BEYOND SPECIFIED)

Valencia County RFP #VCR-FY13-005 Waste Management Services for Valencia County

Bulky Services Type 2 (on-call service beyond the free twice a year bulky pickup)
= \$25.00 per item

Reload customer cart (customer calls WM to notify them that they will reload cart while driver is present during regularly scheduled pickup, customer must call prior to driver arriving)
= \$5.00

Overage (if customer requests for WM to return due to overage non-pickup)
=\$5.00

Late setout recovery fee (customer calls wanting WM to go back because of late setout on same service day)
=\$5.00

B: 074 P: 354



Establishment of Solid Waste Administrative Fee

Resolution No. 2012-37

WHEREAS, the Valencia County Commission met upon notice of meeting duly published on December 19, 2012 at 9:30 A.M. in the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87301; and,

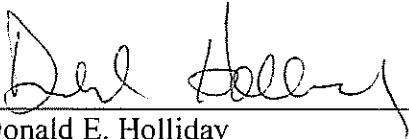
WHEREAS, the Board of County Commissioners of Valencia may establish service fees for collection of solid waste in designated mandatory service areas; and

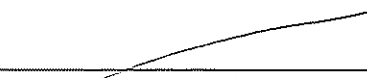
WHEREAS, establishment of the mandatory service and fees promotes the health, welfare, and safety of the residents of Valencia County; and

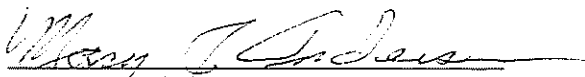
NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners, in regular session on December 19, 2012, establishes the residential solid waste fee in the mandatory service area comprised of the entire of the unincorporated portions of the County in the amount of \$16.38, consisting of a \$13.88 base fee and a \$2.50 administrative fee for the purposes of administration, enforcement, and cleanup to be charged in connection with the solid waste contract.

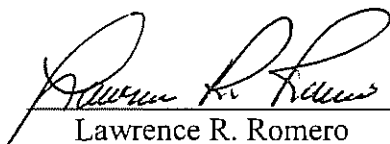
PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF DECEMBER, 2012.


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:

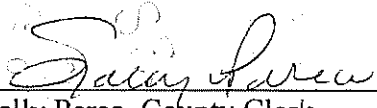

Sally Perea, County Clerk

EXHIBIT M

B: 074 P: 355

