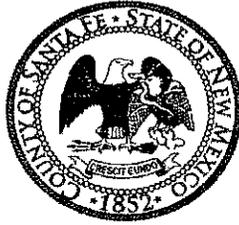


Daniel Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert. A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To : Santa Fe County Board of County Commissioners

Via : Joseph Gutierrez
Community Services Department

From : Ron Pacheco
SF County Health & Human Services Division
Senior Services Program

Date : March 27, 2012

Subject : State of New Mexico Aging & Long-Term Services Department
Fund STB Capital Appropriation Project in the Amount of
\$ 274,000 to Purchase & Equip Vehicles for the Senior Services
Program on a County-Wide Basis.

The Santa Fe County Senior Services Program was granted \$274,000 of Severance Tax Bond funding from the Aging and Long Term Services Department through the legislative process to purchase and equip vehicles for daily operation of the senior program at Santa Fe County. The Grant amount is greater than \$250,000 (\$274,000) and therefore requires approval by the Board of County Commissioners. The Senior Services Program requests approval to execute this contract for the purchase of vehicles to assist in the daily operation of providing Transportation, Home Delivered Meals and Activities Programming to seniors participating at six senior centers in the Santa Fe County Senior Program.

Thanks for your consideration of this request.

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

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2012, by and between the Aging and Long-Term Services Department, New Mexico, hereinafter called the "Department" or abbreviation such as "ALTSD", and Santa Fe County, hereinafter called the "Grantee". **The Effective Date of this Agreement is the date of last signature by both the Department and the Grantee.**

RECITALS

WHEREAS, in the Laws of 2011, Chapter 5, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

(11-1268) \$274,000 Santa Fe Countywide Senior Centers
APPROPRIATION REVERSION DATE: 6/30/2014

Laws of 2011, Chapter 5, Section 4, Paragraph 38, two hundred seventy-four thousand dollars (\$274,000), to the Santa Fe Countywide Senior Centers to purchase and equip vehicles for senior centers countywide in Santa Fe county.

The Grantee's total reimbursements shall not exceed the appropriation amount two hundred seventy-four thousand dollars (\$274,000) minus the allocation for Art in Public

Places¹, if applicable, (\$) which equals [two hundred seventy-four thousand dollars (\$274,000)], hereinafter referred to as "Adjusted Appropriation Amount."

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description - Santa Fe Countywide Senior Centers to purchase and equip vehicles for senior centers countywide in Santa Fe county. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Santa Fe County
 Name: Stephen Ross
 Title: County Attorney
 P.O. Box 276
 Santa Fe New Mexico 87504
 Email: Sross@santafecounty.org
 Telephone: 505-986-6200
 FAX: _____

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

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

B. Deadlines

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

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

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

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

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

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

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

longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title of the vehicle. After the Department approves the proposed disposition, the Grantee shall give notification to the State Auditor and the Department at least thirty (30) days prior to its action in making the deletion from its public inventory. In addition, if the Grantee receives any proceeds from the sale of the vehicle(s) all proceeds shall be retained by the senior programs. The Grantee agrees to retain a record of the sale for a minimum of three years.

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

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

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

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

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With

respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XIX. BOND PROJECT CLAUSES

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

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, 2-61.6 NMAC, as such may be amended or re-codified

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

SANTA FE COUNTY

Signature of Official with Authority to Bind Grantee

By: _____

(Type or Print Name)

Its: _____

(Type or Print Title)

Date _____

Approved as to form
Santa Fe County Attorney

By: *[Signature]*

Date: *February 27, 2012*

[Signature]

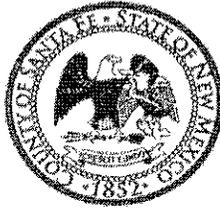
AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____

Date _____

NEW
MEXICO

**AGING &
LONG-TERM
SERVICES
DEPARTMENT**



Memorandum

To : Santa Fe Board of County Commissioners

From : Teresa Martinez, Finance Director *JM*

Thru : Katherine Miller, County Manager

Date : February 3, 2012

Re : *Requesting a budget increase to the Senior Services Program for State Special Appropriations Grant 2012-1268 (\$274,000)*

ISSUE:

The Health and Human Services Division is requesting approval of an increase to the Senior Services Program (101-0489) to budget State Special Appropriation Grant 2012-1268 for the purchase of vehicles for the Santa Fe County Senior Services Program.

BACKGROUND:

This request is a result of a request made by Santa Fe County staff to the State of New Mexico for capital outlay funding to purchase vehicles for its Senior Program. The Program needs to purchase vehicles to replace older obsolete vehicles and purchase more fuel efficient and appropriate vehicles for staff to travel to the six countywide senior centers. The funding was included in Senate Bill 10 passed by the NM Legislature during the 2011 special session. The Governor signed the bill on October 7, 2011.

RECOMMENDATION:

Please approve the attached budget resolution resulting in an increase in the amount of \$274,000 to the Senior Services Program (101-0489) for FY-2012.

SANTA FE COUNTY

RESOLUTION 2012 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on March 27, 2012, did request the following budget adjustment:

Department / Division: Community Services/Senior Program Fund Name: Senior Services Congregate Meals

Budget Adjustment Type: Budget Increase Fiscal Year: 2012 (July 1, 2011 - June 30, 2012)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0489	371	90-00	ALTS STB Capital Appropriation Project	274,000	
TOTAL (if SUBTOTAL, check here)					274,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0489	461	80-09	Capital Purchases -- Vehicles	274,000	
TOTAL (if SUBTOTAL, check here)					274,000	

Requesting Department Approval: *Steph Sheel* Title: Division Director Date: 03/12/12
 Finance Department Approval: *Carolee Gorman* Date: 3/15/12 Entered by: _____ Date: _____
 County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2012 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Vidella I Montoya

Dept/Div: CSD/Senior Program

Phone No.: (505) 992-9853

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

1) Please summarize the request and its purpose.

This request is to increase the Senior Services Administration Capital Purchase Budget by \$274,000.00, which is State of New Mexico STB Capital Appropriation. This will allow the Senior Program to purchase vehicles that are needed in order to extend our program to better serve the community.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

2) Is the budget action for RECURRING expense _____ or for NON-RECURRING (one-time only) expense

SANTA FE COUNTY

RESOLUTION 2012 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

DEPARTMENT CONTACT: Name: Vidella T. Montoya

Dept/Div: CSD/Senior Program

Phone No.: (505)-992-9853

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:

a) If this is a state special appropriation, YES NO

If YES, cite statute and attach a copy.

State of New Mexico Aging and Long-Term Service Department Fund STB Capital Appropriation Project, 2012-1268 Santa Fe Countywide Senior Centers

b) Does this include state or federal funds? YES NO

If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of the award letter and proposed budget.

This was awarded by the State of New Mexico Aging and Long-Term Services Department Fund STB Capital Appropriation Project
Grant Name : Santa Fe Countywide Senior Centers to Purchase and Equip Vehicles for Senior Centers Countywide in Santa Fe County
Grant Number : 2012-1268
Award Date : 10/07/11
Award Amount : \$ 274,000

c) Is this request is a result of Commission action? YES NO

If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

d) Please identify other funding sources used to match this request.

There are no other funds available to match this request.

SANTA FE COUNTY

RESOLUTION 2012 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27th Day of March, 2012.

Santa Fe Board of County Commissioners

Elizabeth Stefanics, Chairperson

ATTEST:

Valerie Espinoza, County Clerk

Memorandum

To : Santa Fe Board of County Commissioners

From : Steve Shepherd, SF County Health & Human Services Division

Date : March 19, 2012

Subject : Resolution # 2012-_____, amending Resolutions 2010-240, 2011-2, and 2011-110 which created the Santa Fe County Health Policy & Planning Commission, to increase the number of members from eleven to thirteen.

Issue:

There is a desire to expand the Santa Fe County Health Policy and Planning Commission (HPPC) from eleven (11) to thirteen (13) members. The attached resolution implements the proposed expansion.

Background:

The initial HPPC enabling resolution was approved by the Board of County Commissioners in calendar year 1999. It has been revised or replaced many times since then.

In December 2010, the HPPC was restructured. The new structure included seven (7) members. In August 2011, the number of members was increased to eleven (11). Currently two (2) members come from each of the five (5) Commission Districts, and one (1) is selected on a countywide basis.

The current proposal recommends a total of thirteen (13) members. Two (2) members will come from each of the five (5) Commission Districts, two (2) will be selected on a countywide basis, and one (1) member will be selected by the Mayor of the City of Santa Fe.

Attached is a spreadsheet that shows the proposed new structure. No rearrangement of current Commissioners is necessary.

Staff Recommendation:

Staff recommends that the Santa Fe Board of County Commissioners approve proposed Resolution #2012-_____ to expand HPPC membership as set forth above and in the proposed Resolution.

**Health Policy and Planning Commission
Current Membership**

											03/19/12
District as of 01/01/12	Last Name	First Name	Street Address	Town	State	Zip Code	Term Starts	Term Ends	Term Length		
1	Montano	Antoinette	11 W. Gutierrez\Box 3814	Pojoaque	NM	87506	04/26/11	04/25/13	2 Years		
1	Rowe	Kathleen	1630 Villa Strada	Santa Fe	NM	87506	03/08/11	03/07/14	3 Years		
2	Bond	James	25 Rabbitbrush Road	Santa Fe	NM	87506	03/08/11	03/07/14	3 Years		
2	Rodriguez	Richard	1215 Calle Corazzi	Santa Fe	NM	87507	01/31/12	01/30/15	3 Years		
3	Vigil	Anna	4715 Solecito Way	Santa Fe	NM	87507	03/08/11	03/07/13	2 Years		
3	Vacant								3 Years		
4	Williams	Judith	13 Ute Circle	Santa Fe	NM	87505	03/08/11	03/07/14	3 Years		
4	Blanchard	Bertha	134 Bishop Lamy Road	Lamy	NM	87540	01/31/12	01/30/15	3 Years		
5	Kinney	Catherine	26 Sierra del Sol	Santa Fe	NM	87508	01/31/12	01/30/15	3 Years		
5	Davisson	Shirlee	115 East Chili Line Road	Santa Fe	NM	87508	01/31/12	01/30/15	3 Years		
Countywide (1)	Gamble	George	201 Vuelta Roble	Santa Fe	NM	87501	03/08/11	03/07/13	2 Years		
Countywide ()	Proposed			Santa Fe	NM	87501	03/08/11	03/07/13	2 Years		
City of Santa Fe	Proposed			Santa Fe	NM	87501	03/08/11	03/07/13	3 Years		

Resolution 2012-_____

**A RESOLUTION AMENDING RESOLUTIONS 2010-240, 2011-2, AND 2011-110 TO
EXPAND THE MEMBERSHIP ON
THE SANTA FE COUNTY HEALTH POLICY AND PLANNING COMMISSION**

WHEREAS, the Board of County Commissioners (BCC) adopted Resolutions 2010-240 establishing the Santa Fe County Health Policy and Planning Commission (HPPC) which resolution was amended by 2011-1 and 2011-110 in order correct typographical errors and expand membership on the HPPC; and

WHEREAS, the BCC now desires to further expand the membership of the HPPC from eleven (11) to thirteen (13) members.

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY
AMENDS RESOLUTION 2010-240, 2011-2, and 2011-110 AS FOLLOWS:**

1. Paragraph 5 of the resolutions is replaced by the following:

The Health Policy and Planning Commission shall be made up of thirteen (13) members appointed by the BCC. The membership will be composed of two (2) members from each of the five (5) Commission Districts, one (1) member appointed by the Mayor of the City of Santa Fe, and two (2) who will be selected on a countywide basis by the BCC. Of the initial appointments seven (7) shall serve for a two (2) year term, and six (6) shall serve for a three (3) year term. The member appointed by the Mayor of the City of Santa Fe shall be one of those serving for an initial term of three years. Subsequent terms shall be for three (3) years. Members shall serve for no more than two (2) consecutive terms, including those members who compose the existing Commission. The chairperson shall serve as chairperson for two (2) consecutive years and shall be selected by majority vote of the members of the Commission. Vacancies shall be filled for the remainder of the unexpired term. Members may be removed by the BCC with or without cause.

**PASSED, APPROVED, AND ADOPTED THIS 27th DAY OF MARCH 2012, BY THE
BOARD OF COUNTY COMMISSIONERS.**

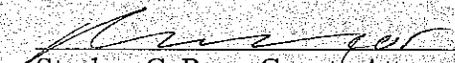
**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

Liz Stefanics, Chairperson

Attest:

Valerie Espinoza, County Clerk

Approved as to form:


Stephen C. Ross, County Attorney

A RESOLUTION AMENDING RESOLUTIONS 2010-240 AND 2011-2 CREATING THE SANTA FE COUNTY HEALTH POLICY AND PLANNING COMMISSION.

WHEREAS, the Board of County Commissioners (BCC) adopted Resolutions 2010-240 and 2011-2 establishing the Santa Fe County Health Policy and Planning Commission (HPPC); and

WHEREAS, the BCC desires to expand the membership of the HPPC from seven (7) to eleven (11) members.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY AMENDS RESOLUTION 2010-240 and 2011-2 AS FOLLOWS:

1. Paragraph 5 of the resolutions is replaced by the following:

The Policy and Planning Commission shall be made up of eleven (11) members appointed by the BCC. The membership will be composed of two (2) members from each of the five (5) Commission Districts and one (1) will be selected on a countywide basis by the BCC. Of the initial appointments six (6) shall serve for a two (2) year term, and five (5) shall serve for a three (3) year term. Subsequent terms shall be for three (3) years to maintain the staggering of terms. Members shall serve for no more than two (2) consecutive terms, including those members who compose the existing Commission. The chairperson shall serve for a two (2) year term and shall be selected by majority vote of the members of the Commission. Vacancies shall be filled for the remainder of the unexpired term. Members may be removed by the BCC with or without cause.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 9th DAY OF AUGUST, 2011 BY THE BOARD OF COUNTY COMMISSIONERS.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**


Virginia Vigil, Chairperson

RESOLUTION 2010- 240

A RESOLUTION RESCINDING RESOLUTIONS NO. 1999-45, 2000-35, 2002-52, 2002-73, AND 2009-71, CREATING THE SANTA FE COUNTY HEALTH POLICY AND PLANNING COMMISSION.

WHEREAS, the Board of County Commissioners (BCC) recognize that the manner in which healthcare and community services are being delivered is rapidly changing;

WHEREAS, the active public involvement of our residents helps ensure affordable, quality, accessible prevention-oriented health and community services that are responsive to our diverse demographics and geography;

WHEREAS, the BCC has determined that a Commission should be established to assist the BCC in accomplishing that goal; and

WHEREAS, the BCC recognizes the importance of clearly defining the purpose, duties, and responsibilities of the Commission.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESCINDS RESOLUTIONS NO. 1999-45, 2000-35, 2002-52, 2002-73, AND 2009-71, AND PROCLAIMS AS FOLLOWS:

1. The BCC hereby establishes the Santa Fe County Health Policy and Planning Commission. The Commission shall be organized as set forth herein and shall have the authority and purpose as set forth herein.
2. The express purpose of the Committee is to effectively engage and elicit community input regarding the healthcare needs of county residents, and to assist the BCC in studying and researching healthcare issues and related topics as directed by the BCC.
3. The duties and responsibilities of the Commission are:
 - a) Assist the Santa Fe County Health & Human Services Division by providing input on programmatic and health issues as requested by Division staff.
 - b) Study and/or perform research on issues as assigned to them by the BCC, rendering an opinion or recommendation if requested.
 - c) Perform other tasks and duties pertaining to obtaining community input regarding healthcare needs of county residents as assigned or communicated by the BCC.
 - d) Propose updates to the BCC pertaining to the County Health Plan at such time when funding is available to do so.

- e) Keep abreast of developments in healthcare on a local, state, and national level and provide information to the BCC as requested regarding recent developments in healthcare.
4. Members will be selected by the Board of County Commissioners, taking into consideration letters of interest, qualifications, county-wide representation, and advice from the Santa Fe County Health & Human Services Division staff. Members should be of diverse backgrounds, representative of the varied experience with healthcare services, consumption of Healthcare services, and persons interested in health promotion, disease and behavioral risk prevention, and healthcare provision.
 5. The Commission shall be made up of seven (7) members appointed by the BCC. Of the initial appointments, four (4) shall serve for a two year term, and three (3) shall serve for a three year term. Subsequent terms shall be for three years to maintain staggering of terms. Members shall serve for no more than two (2) consecutive terms, including those terms served on the Santa Fe County Health Policy and Planning Committee which existed prior to adoption of this resolution. Each chairperson shall serve for a two year term and shall be selected by majority vote of the members of the Commission. Vacancies shall be filled for the remainder of the unexpired term. Members may be removed by the BCC with, or without cause.
 6. All Commission members shall reside in the unincorporated areas of Santa Fe County. One member shall reside in each of the Commission Districts in order to provide diversity of representation; the remaining members shall be at large and may reside in any area of the County and be nominated by any Commissioner. Notwithstanding the geographic distribution of the members, all members shall be charged with representing the best interests of the County as a whole.
 7. The Commission shall meet as often as necessary to carry out their work, but not less than quarterly. The meetings of the Commission shall be held at the Santa Fe County Health & Human Services Building, located at 2052, South Galisteo Street, Santa Fe, NM, and such other locations within Santa Fe County as may be conducive to visible and publicly accessible meetings. Meetings shall be held in accordance with the Board of County Commissioner's Resolution Determining Reasonable Notice for Public Meetings of the Board of County Commissioners of Santa Fe County, and for Boards and Committees Appointed by or Acting Under the Authority of the Board of County Commissioners as well as the County's Resolution Establishing Rules of Order for Meetings of the Board of County Commissioners of Santa Fe County and for Certain Specified Committees.
 8. The County should allocate a sufficient budget to ensure advertising in accordance with the County's Open Meetings Act Resolution. However, the terms of this Resolution are contingent upon sufficient appropriations and authorizations being made. If sufficient appropriations and authorizations are not made or given by the County, the Commission

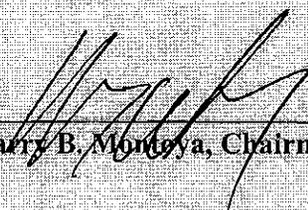
2025 RELEASE UNDER E.O. 14176

shall cease operation until such time as funding allows for compliance with publication and noticing requirements.

9. All matters coming before the Commission shall be resolved by majority vote of the quorum.
10. The County Manager shall appoint a member of the County staff to serve as liaison to the Committee. The liaison shall be responsible for stenographic services during meetings. The liaison shall ensure that packets are prepared for Committee members prior to each meeting, and that notices and agendas are created and posted in accordance with the County's Open Meetings Act Resolution.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 14th DAY OF DECEMBER, 2010 BY THE BOARD OF COUNTY COMMISSIONERS.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**



Harry B. Montoya, Chairman

Attest:



Valerie Espinoza, County Clerk



Approved as to form:



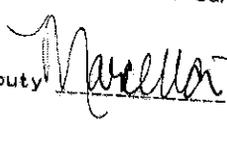
Stephen C. Ross, County Attorney

12-7-10



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss BCC RESOLUTIONS
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 15TH Day Of December, 2010 at 11:15:56 AM
And Was Duly Recorded as Instrument # 1620220
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy  Valerie Espinoza
County Clerk, Santa Fe, NM

RESOLUTION 2011- 2

**A RESOLUTION AMENDING RESOLUTION 2010-240
TO CORRECT MINOR ERRORS**

WHEREAS, the Board of County Commissioners (BCC) adopted Resolution 2010-240 establishing the Santa Fe County Health Policy and Planning Commission; and

WHEREAS, after adoption of that Resolution staff identified certain errors in the text of the Resolution which the BCC now desires to correct.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY AMENDS RESOLUTION 2010-240 AS FOLLOWS:

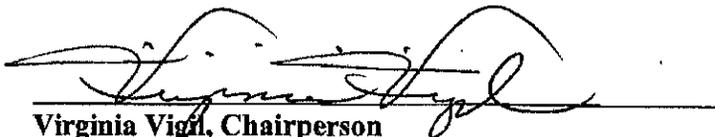
1. Paragraph 2 is hereby amended to replace the word "Committee" with "Commission".
2. Paragraph 4 is amended to replace the word "Healthcare" with the word "healthcare".
3. Paragraph 5 is replaced with the following:

The Commission shall be made up of seven (7) members appointed by the BCC. Of the initial appointments, four (4) shall serve for a two year term, and three (3) shall serve for a three (3) year term. Subsequent terms shall be for three (3) years to maintain staggering of terms. Members shall serve for no more than two (2) consecutive terms, including those members who compose the existing Commission. The chairperson shall serve for a two year term and shall be selected by majority vote of the members of the Commission. Vacancies shall be filled for the remainder of the unexpired term. Members may be removed by the BCC with, or without cause.

4. Paragraph 6 is amended by deleting the words "the unincorporated areas of."
5. Paragraph 10 is amended to replace the word "Committee" with the word "Commission".

**PASSED, APPROVED, SIGNED AND ADOPTED THIS 11th DAY OF JANUARY, 2011
BY THE BOARD OF COUNTY COMMISSIONERS.**

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**


Virginia Vign, Chairperson

REC CLERK RECORDING 12/2011

