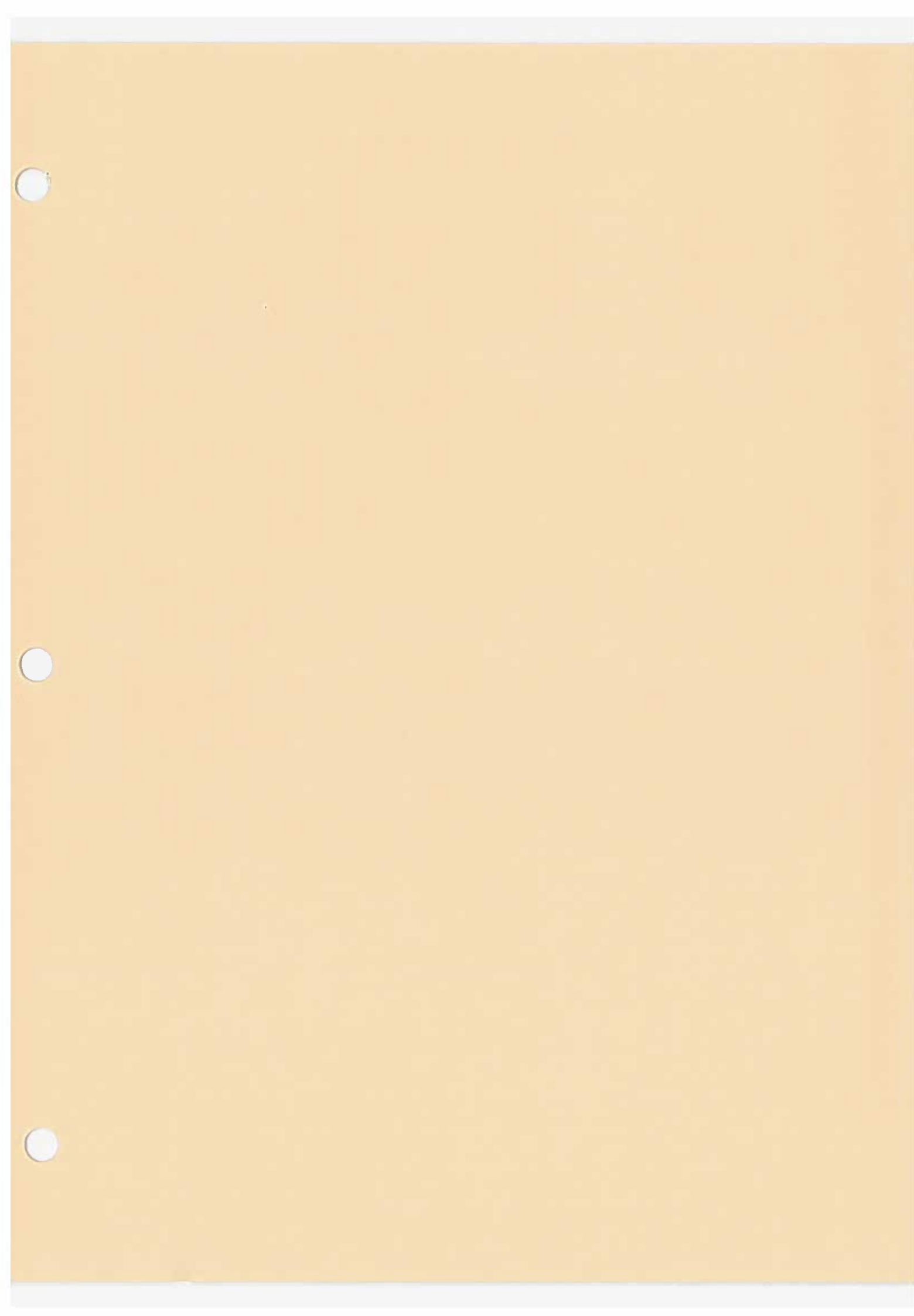


SANTA FE COUNTY NEW HIRES FROM
JULY 1, 2014 - AUGUST 8, 2014

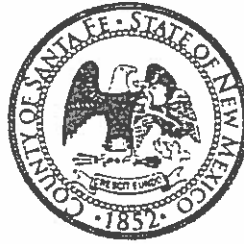
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Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
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: Board of County Commissioners

Via: Katherine Miller, County Manager *KM*
Bernadette Salazar, Human Resource Director *BS*
Sonya Quintana, Employee Development Specialist

Date: August 26, 2014

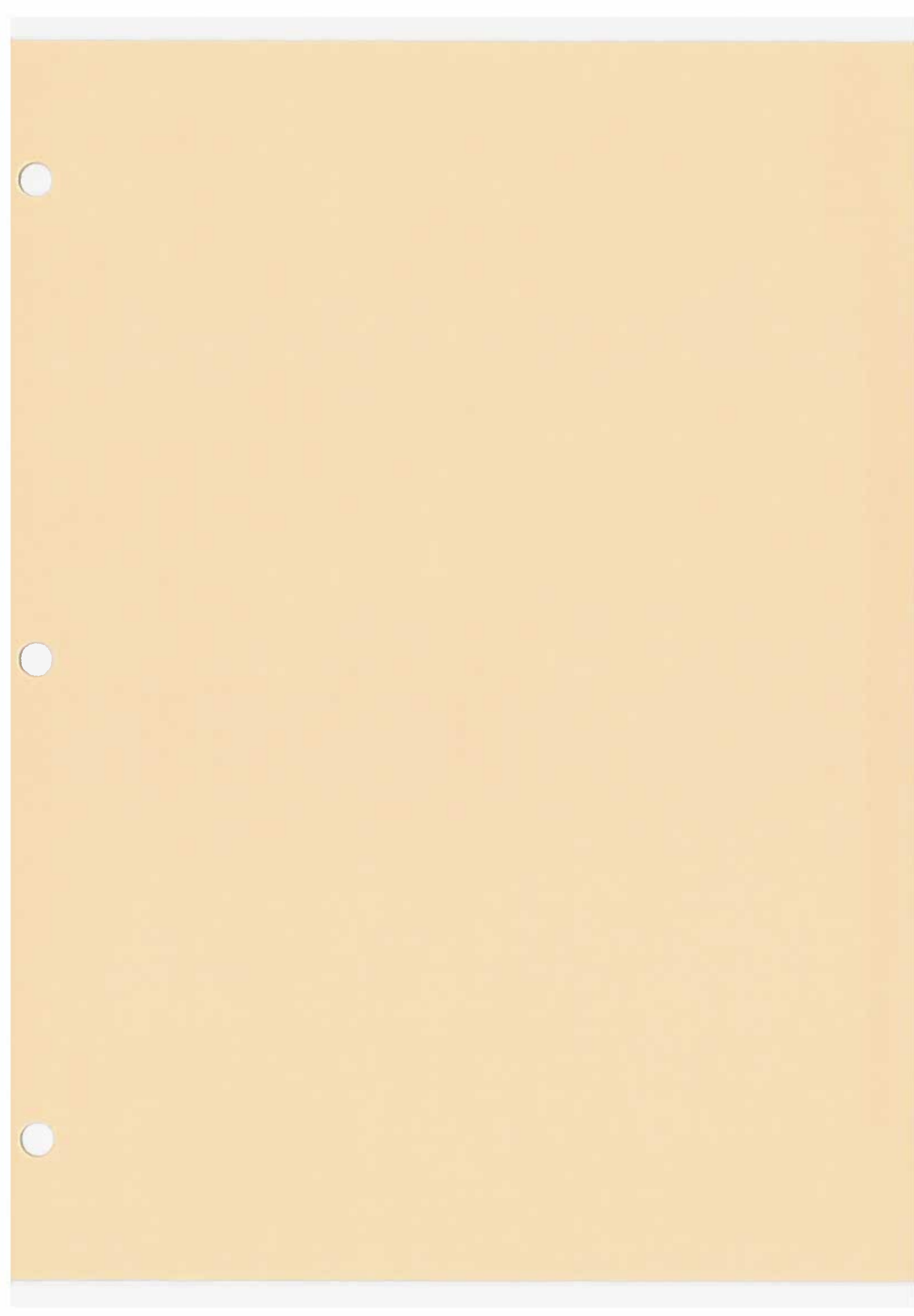
Re: Recognition of Years of Service for Santa Fe County Employees

Santa Fe County initiated a years of service recognition program in July. This program recognizes employees on a monthly basis who have completed years of service in five year increments. Employees receive a service pen with the years of service listed.

Santa Fe County recognizes the value of employee retention. It is important that we express our appreciation to those employees who contribute to the County and choose to make their career with us.

For the month of August, the following employees will be recognized:

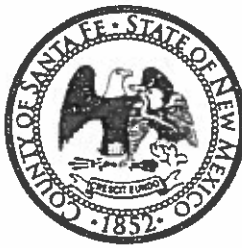
| Employee Name | Department | Title | Years of Service | Hire Date |
|---------------------|-----------------|-------------------------------------|------------------|------------|
| Christopher Oakeley | County Assessor | Appraiser | 5 | 08/10/2009 |
| Dominique Mclemore | Corrections | Sergeant | 5 | 08/27/2009 |
| Renee Gonzales | Corrections | Detention Officer | 5 | 08/31/2009 |
| Michael Martinez | Sheriff | Sergeant | 10 | 08/16/2004 |
| Deborah Anaya | Sheriff | Sergeant | 10 | 08/30/2004 |
| Wayne Dalton | Land Use | Building and Development Supervisor | 15 | 08/30/1999 |
| Patrick Romero | Fire | Lieutenant | 15 | 08/30/2009 |



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 6, 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Director

VIA: Katherine Miller, County Manager *KM*

ITEM AND ISSUE: BCC Meeting August 26, 2014
RESOLUTION 2014-___ A RESOLUTION ACCEPTING RIVERS EDGE LANE FOR
COUNTY MAINTENANCE (PUBLIC WORKS/ROBERT MARTINEZ)

SUMMARY:

This resolution will place Rivers Edge Lane on the Certified County Road List, which will allow the Public Works Department to maintain Rivers Edge Lane, the road to the San Isidro Park.

BACKGROUND:

Rivers Edge Lane is situated on County-owned open space land, and provides the only access to the San Isidro Park and six (6) private residences. The Open Space & Trails Section does not have the resources to maintain the road and per Ordinance 2012-5, only roads that are placed on the Certified County Road List may be maintained by the County Road Maintenance Section. The Open Space & Trails Section, after consultation with the Road Maintenance Section, has worked to bring the road up to County standards.

ACTION REQUESTED:

Public Works recommends the adoption of this resolution accepting Rivers Edge Lane for inclusion on the Certified County Road List.

Attachments:

1. Survey Plat
2. Warranty Deed

SANTA FE COUNTY
RESOLUTION NO. 2014 -

**A RESOLUTION ACCEPTING RIVERS EDGE LANE FOR
COUNTY MAINTENANCE**

WHEREAS, Santa Fe County (County) encompasses a geographical area of approximately 2,000 square miles; and

WHEREAS, the County is primarily rural with small areas of concentrated development; and

WHEREAS, a comprehensive road system is a necessary and vital link between communities; and

WHEREAS, there are an estimated 1,500 total miles of roads within the County; and

WHEREAS, of the total miles, approximately 580 miles are recognized as County roads and maintained by the County; and

WHEREAS, the County's goal is to provide the best services possible to County residents, within available resources; and

WHEREAS, Rivers Edge Lane is located within the County on the County owned property described in the warranty deed attached hereto as Exhibit A (the Property); and

WHEREAS, Rivers Edge Lane provides the only access to the San Isidro Park, which is a County owned facility; and

WHEREAS, by Resolution No. 2012-151, the Board of County Commissioners of Santa Fe County (Board) adopted A Policy Establishing Procedures for the Orderly and Uniform Administration of the Santa Fe County Process for Road Acceptance, Designation or Re-Designation, and for the Vacation of County-Maintained Roads (Policy); and

WHEREAS, among other things, the Policy allows a request for re-designation to be "initiated by the County" (Policy, Section 7(A)(1)(a)(i)) and establishes criteria to be

used by the Board in evaluating requests for road re-designations (Policy, Section 7(A)(11)); and

WHEREAS, the Public Works Department initiated the request that Rivers Edge Lane be accepted as a County Maintained Road; and

WHEREAS, that request was evaluated in light of the criteria in the Policy and the Board has determined that the request should be granted.

NOW, THEREFORE, BE IT RESOLVED that the Board accepts for maintenance, and designates as a County Maintained Road, Rivers Edge Lane, an approximately 0.27 mile road that begins at the intersection of Rivers Edge Lane and CR 68A and ends at the western boundary of the Property.

BE IT FURTHER RESOLVED that said road shall be added to the certified listing of County Maintained Roads filed with the New Mexico Department of Transportation.

PASSED, APPROVED, and ADOPTED THIS ____ DAY OF AUGUST, 2014.

BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chair

Attest:

Geraldine Salazar, County Clerk

Approved as to form:



Gregory S. Shaffer, County Attorney

EXHIBIT "A"

AST 01-28053 pam/ilm

WARRANTY DEED

1910549

Richard P. Cook and Shirley A. Cook, his wife as joint tenants, for consideration paid, grant to Santa Fe County, a political subdivision of the State of New Mexico, whose address is P.O. Box 276, Santa Fe, NM 87504-0276, the following described real estate in Santa Fe County, New Mexico:

All of Tract 10A as shown on plat of survey entitled "Boundary Survey Plat Prepared for Richard Cook Showing Tract 10 Warranty Deed, Book 276, page 727, Section 32, T17N, R9E, NMPM, Santa Fe County, New Mexico" which was filed in the Office of the County Clerk, Santa Fe County, New Mexico on May 10, 2001 in Plat Book 473, page 015 as Document No. 1155,611.

SUBJECT TO: RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

with warranty covenants.

Witness our hand and seal this 11th day of May, 2001.

Richard P. Cook (Seal)
Richard P. Cook

(Seal)

Shirley A. Cook by (Seal)
Shirley A. Cook

(Seal)

Richard P. Cook attests in fact.

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF SANTA FE

This instrument was acknowledged before me on May 11, 2001 by Richard P. Cook and Shirley A. Cook.

My Commission Expires
04/25/02



Notary Public Phillip A. Meek

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

This Instrument was Acknowledged before me on

_____ by _____
_____ of _____
a _____ corporation, on
behalf of said corporation

Notary Public

My Commission Expires

COUNTY OF SANTA FE 1157 } SS
STATE OF NEW MEXICO 454
I hereby certify that this instrument was filed
for record on the 11th day of MAY 2001
at 3:24 o'clock
and was duly recorded in book 473
page 015 of the records of
Santa Fe County

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Rebecca Bustamante
Deputy





BOARD OF DIRECTORS

Major Ryan Suggs
Chairman
NM State Police

Vice-Chairman
Deputy Captain Jerome
Sanchez; Vice-Chairman
Santa Fe City Police
Department

Sheriff Robert Garcia
Secretary-Treasurer
Santa Fe County
Sheriff's Department

REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

P. O. Box 23118
Santa Fe, NM 87502
(505) 471-1715 or (800) 662-6660

DATE: August 5, 2014

TO: The Board of County Commissioners
Santa Fe County, Santa Fe New Mexico

Cc: Katherine Miller, County Manager *KM*

FROM: Ralph W. Lopez, Region III *RWL*
Program Manager

VIA: Robert Garcia, Sheriff *RG*
Santa Fe County Sheriff's Office

RE: A Resolution Requesting a Budget Increase to The Federal Forfeiture Fund (225) to Budget Cash Carryover and New Forfeitures Received and to The Law Enforcement Operations Fund (246) to Budget a Grant Balance for the HIDTA Program / \$8,598. (Finance/Teresa Martinez)

BACKGROUND:

Region III Task Force is requesting approval of a Resolution through the Board of County Commissioners for budget increases to the Federal Forfeiture Fund (225) and the Law Enforcement Operations Fund (246).

ISSUE:

The increase to the Federal Forfeiture Fund which is awarded through the Equitable Sharing Program will be used to purchase a monitoring system to provide additional security for the Region III Office, to repair damage done to an office exterior door and for operational supplies for the Region III Office and agents assigned.

The increase for the HIDTA program will be used for telephone service to support Region III operations.

RECOMMENDATION:

Region III is requesting approval of budget increases to the Federal Forfeiture Fund (225) and to the Law Enforcement Operations Fund (246) in the amount of \$8,598.

RWL

SANTA FE COUNTY

Page 1 of 4

RESOLUTION 2014 -

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

Whereas, the Board of County Commissioners meeting in regular session on August 26, 2014, did request the following budget adjustment:

Department / Division: Sheriff's Department / Region III Fund Name: Equitable Sharing Account Federal Forfeitures (225) & Law Enforcement Operations Fund (246)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

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 |
|----------------------------------|---------------------------|------------------------|----------------------|--|-----------------|-----------------|
| 225 | 1205 | 350 | 0300 | Fines & Forfeitures | 342.88 | |
| 225 | 1205 | 385 | 0300 | Budgeted Cash | 7,984.00 | |
| 246 | 1208 | 372 | 0600 | Federal Grant / Drug Enforcement (HIDTA) | 271.22 | |
| TOTAL (if SUBTOTAL, check here) | | | | | 8,598.10 | |

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 |
|----------------------------------|---------------------------|------------------------|----------------------|----------------------------|-----------------|-----------------|
| 225 | 1205 | 425 | 40-03 | Maintenance Infrastructure | 655.00 | |
| 225 | 1205 | 425 | 50-90 | Other Services | 2,500.00 | |
| 225 | 1205 | 425 | 75-07 | Inland Marine Premiums | 800.00 | |
| 225 | 1205 | 425 | 80-03 | Equipment & Machinery | 3,315.00 | |
| 225 | 1205 | 425 | 60-07 | Operational Supplies | 1,056.88 | |
| 246 | 1208 | 425 | 70-03 | Telephone | 271.22 | |
| TOTAL (if SUBTOTAL, check here) | | | | | 8,598.10 | |

Requesting Department Approval: [Signature] Title: Sheriff Date: 8-6-14

Finance Department Approval: [Signature] Date: 8/14/14 Entered by: _____ Date: _____

County Manager Approval: [Signature] Date: 8.18.14 Updated by: _____ Date: _____

SANTA FE COUNTY

Page 2 of 4

RESOLUTION 2014 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Ralph Lopez, Program Manager Dept/Div: Sheriff / Region III Phone No.: 505-473-7021

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 Resolution is requesting to increase two cost-centers:

- > 225-1205 for cash carryover from the previous fiscal year and additional funds recently awarded through the Equitable Sharing Program which will be used to purchase a monitoring system to provide additional security for the Region III Office and to repair damage done to an office exterior door and for Operational Supplies for the Region III Office and agents assigned.
- > 246-1208 - HIDTA cost center which is remaining Grant funds from the previous fiscal year. These monies will be re-budgeted into telephones to support Region III Operations.

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 |
|-----------|---|------------|
| 50-90 | Unlimited Premium Service through, Just 1 Enterprises LLC, to activate (4) Tracking Devices | \$2,400.00 |
| 80-03 | Equipment / Machinery / (purchase of Security Cameras) | \$3,315.00 |
| | | |
| | | |

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

SANTA FE COUNTY

Page 3 of 4

RESOLUTION 2014 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Ralph Lopez, Program Manager Dept/Div: Sheriff's Office / Region III Phone No.: 505-473-7021

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 X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES X 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 a award letter and proposed budget. Cost-Center 225-1205 is supported through the Federal Equitable Sharing Program, Region III has been participating in since 2001. Cost-Center 246-1208 is the HIDTA Extension for the current fiscal year; Award Number: G13SN0011A.
 - c) Is this request is a result of Commission action? YES NO X
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 funding sources to match this request.

SANTA FE COUNTY

Page 4 of 4

RESOLUTION 2014 - _____

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.

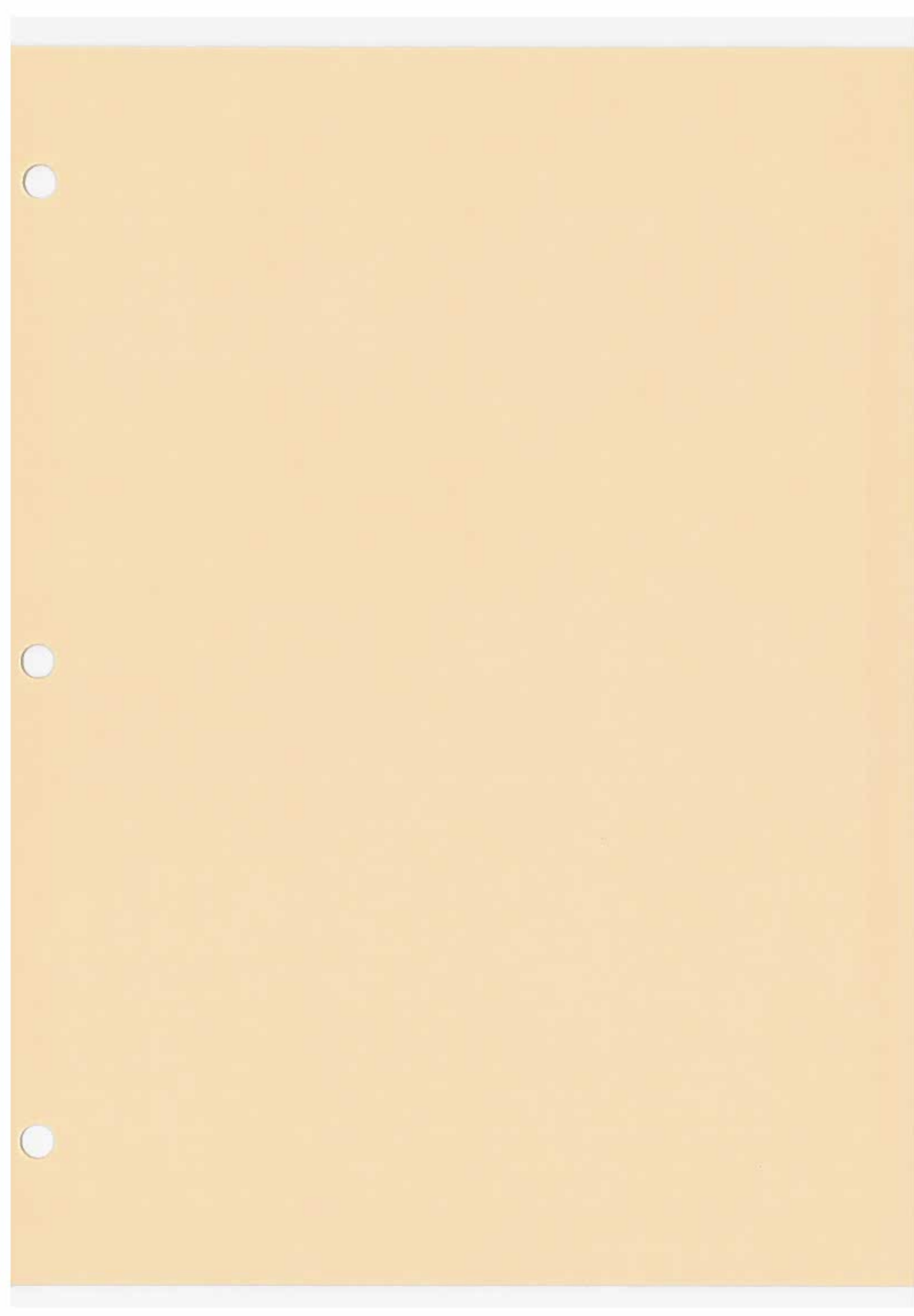
Approved, Adopted, and Passed This 26th Day of August, 2014.

Santa Fe Board of County Commissioners

Daniel W. Mayfield, Chairperson

ATTEST:

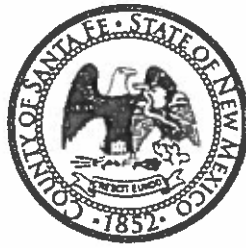
Geraldine Salazar, County Clerk



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 13, 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director

VIA: Katherine Miller, County Manager *KLM 8.18.14*

ITEM AND ISSUE: BCC Meeting August 26, 2014
RESOLUTION 2014-____ A RESOLUTION AMENDING RESOLUTION NO. 2012-147 TO
BROADEN THE EXPENDITURES AUTHORIZED FOR AAMODT SETTLEMENT
IMPLEMENTATION (PUBLIC WORKS)

SUMMARY

Approval of subject resolution will broaden the range of duties and staffing options for the County's Aamodt Settlement implementation position.

BACKGROUND

On October 30, 2012, the Board approved Resolution No. 2012-147, which allocated 15% of the proceeds from the sale of the Top of the World ranch water rights to the creation and funding of a full-time term position "to perform the functions of a professional engineer in charge of Aamodt Settlement Implementation on behalf of Santa Fe County for both outreach and technical matters, and Santa Fe County Utilities engineering."

In the intervening two years, further progress on Aamodt implementation and greater interaction with the State, the US Bureau of Reclamation, the public, and other stakeholders has revealed that the duties related to the County's implementation of the Aamodt Settlement Agreement are much broader than just those of an engineer. Staff is requesting that, in order to broaden the range of staffing options for the County Aamodt implementation tasks recognized under Resolution 2012-147, the original resolution be modified to allow for contracting for services necessary for the Aamodt implementation and to fulfill this broader range of Aamodt-related duties with appropriate staff.

ACTION REQUESTED

Approve subject resolution

SANTA FE COUNTY

RESOLUTION NO. 2014 -

A RESOLUTION AMENDING RESOLUTION NO. 2012-147 TO BROADEN THE EXPENDITURES AUTHORIZED FOR AAMODT SETTLEMENT IMPLEMENTATION

WHEREAS, on October 30, 2012, the Board of County Commissioners of Santa Fe County (Board) approved Resolution No. 2012-147, which allocated 15% of the proceeds from the sale of the Top of the World ranch water rights to the creation and funding of a full-time term position "to perform the functions of a professional engineer in charge of Aamodt Settlement Implementation on behalf of Santa Fe County for both outreach and technical matters, and Santa Fe County Utilities engineering"; and

WHEREAS, since that time, greater interaction with the State, the US Bureau of Reclamation, the public, and other stakeholders has revealed that the duties related to the County's implementation of the Aamodt Settlement Agreement are much broader than just those of an engineer, and may encompass such disciplines as project management, water resource management, and citizen participation in addition to engineering; and

WHEREAS, the specific discipline(s) needed will change over time and it will be difficult to recruit a single candidate to cover all necessary disciplines; and

WHEREAS, subject to budget availability, it is desirable to provide the Public Works Department, Utilities Division, with greater flexibility.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2012-47 is amended as follows:

1. The last "Whereas" clause of Resolution No. 2012-147 is hereby deleted.
2. Paragraphs 2 and 3 of Resolution No. 2012-147 are hereby amended to read in their entirety as follows:

"2. Subject to budget availability, the Public Works Department, Utilities Division, is authorized (i) to contract for services necessary for the Aamodt Settlement Implementation and (ii) to hire appropriate staff whose primary duties will be related to the Aamodt Settlement Implementation.
3. Up to fifteen percent (15%) of the proceeds from the sale of the Top of the World water rights will be dedicated to cover the costs of the contracts and personnel described in Paragraph 2 above."

3. All other provisions of Resolution No. 2012-147 not amended herein remain in full force and effect.

PASSED, APPROVED, and ADOPTED THIS ____ DAY OF _____, 2014.

BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chair

Attest:

Geraldine Salazar, County Clerk

Approved as to form:



Gregory S. Shaffer, County Attorney

SANTA FE COUNTY

RESOLUTION No. 2012-~~47~~

A RESOLUTION ALLOCATING THE PROCEEDS OF THE SALE OF THE TOP OF THE WORLD RANCH WATER RIGHTS AS PART OF THE AAMODT WATER RIGHTS SETTLEMENT AGREEMENT

WHEREAS, Santa Fe County Board of County Commissioners, through Resolution 2012-53, approved on April 10th, 2012, resolved to participate fully in the implementation of the Aamodt Water Rights Settlement Agreement (Settlement); and

WHEREAS, the Settlement requires that certain transactions of water rights associated with the Top of the World Ranch occur between the County and the Bureau of Indian Affairs in the very near future; and

WHEREAS, such transactions will result in federal funds being transferred to the County; and

WHEREAS, the Cooperative Agreement between the County and the US Department of the Interior for implementation of the Settlement states that

“The County will ... reserve and exclusively use the funds received as a result of this Agreement to fulfill any one or combination of the following purposes: (1) the County’s monetary commitments described in the Cost Sharing and System Integration Agreement, as defined in Section 602 (5) of the Act; (2) the County’s other costs of implementing the Aamodt settlement; and (3) the County’s cost of OM&R of the County Water Utility serving the Pojoaque Basin. If the County determines that all or a portion of the funds is not needed for the purposes described above, the County may use the funds for any other purpose authorized by the County;” and

WHEREAS, under the Settlement, the US Bureau of Reclamation will construct a Regional Water System (RWS) in the Settlement area and will eventually transfer the RWS to County operation; and

WHEREAS, the County will likely have financial obligations upon transfer of the RWS, for both capital and operational expenses, and;

WHEREAS, the activities associated with the implementation of the Settlement requires a significant amount of work and coordination by the County with community organizations and stakeholders, the U.S. Bureau of Reclamation, the Bureau of Indian Affairs, the Indian Health Service, and other federal government agencies, as well as the Office of the State Engineer, the New Mexico Environment Department, and other state government agencies; and

WHEREAS, the work associated with the County's role in the Settlement implementation will require the services of a full-time term professional engineer, to be employed by the County through the completion of the facilities design in 2018;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESOLVES AND PROCLAIMS AS FOLLOWS:

1. At least eighty-five (85%) of the proceeds from the sale of the Top of the World water rights will be placed in a fund for sole and eventual use in implementation of the RWS at such time as needed.
2. A new full-time term position will be created in the Public Works Department, Utilities Division, to perform the functions of a professional engineer in charge of Aamodt Settlement Implementation on behalf of Santa Fe County for both outreach and technical matters, and Santa Fe County Utilities engineering.
3. Up to fifteen percent (15%) of the proceeds from the transfer of water rights will be dedicated to cover personnel salary and benefits for the position described above and associated equipment such as a vehicle or computer.

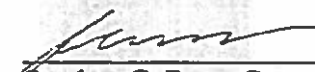
PASSED, ADOPTED, AND APPROVED this 30th day of October, 2012

BOARD OF COUNTY COMMISSIONERS



Liz Stefanics, Chair

APPROVED AS TO FORM:



Stephen C. Ross, County Attorney

ATTEST:

Valerie Espinoza
Valerie Espinoza, County Clerk



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 5TH Day Of November, 2012 at 01:23:02 PM
And Was Duly Recorded as Instrument # 1686696
Of The Records Of Santa Fe County

Deputy: *Monella Patoza* Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, N

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 13, 2014

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting August 26, 2014*

RESOLUTION 2014-_____ A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. CAP-5-15(470) FOR PAVEMENT REHABILITATION/IMPROVEMENTS OF COUNTY ROAD 113 IN SANTA FE COUNTY, NEW MEXICO. (PUBLIC WORKS\ADAM LEIGLAND\DIEGO GOMEZ)

SUMMARY

Staff is requesting approval of the resolution in support of participation in the 2014/2015 NMDOT Local Government Road Fund (LGRF) Program which provides funds to local entities for pavement rehabilitation and improvements.

BACKGROUND

Public Works was approved for funding through the Local Government Road Improvement Fund Program (LGRF) CAP Funding for the pavement rehabilitation/improvements of County Road 113 in Santa Fe County, New Mexico. Santa Fe County is required to provide 25% in matching funds in the amount of \$45,407.00 with the State's share of 75% in the amount of \$136,221 for a total project cost of \$181,628. The funds will be used to do improvements to County Road 113 in Santa Fe County Commission District 1.

ACTION REQUESTED

The Public Works Department requests approval of the resolution in support of participation in Year 2014/2015 NMDOT LGRF Program.

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

RESOLUTION NO. 2014-_____

**A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT
FUND PROJECT NO. CAP-5-15(470) FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF COUNTY ROAD 113
IN SANTA FE COUNTY, NEW MEXICO**

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Governments Road Fund ("LGRF");

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2015 LGRF funding for pavement rehabilitation/improvements on various roads;

WHEREAS, by letter, dated June 9, 2014 (Exhibit A, attached), NMDOT informed the County that Project No.CAP-5-15(470) (the "Project") had been approved;

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, the location and other information concerning the Project is depicted on the map attached hereto as Exhibit B and in the following chart:

| <u>Project Location and Limits</u> | <u>Project Scope</u> | <u>County Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total (100%)</u> |
|--|---|----------------------------------|---------------------------------|------------------------------------|
| 1.26 miles of CR113, beginning at the dead end of CR113 and ending 1,970 feet south of Loma Blanca | Pavement rehabilitation / improvements – specifically, 2" hot mix asphalt overlay | \$45,407 | \$136,221 | \$181,628 |

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of County Commissioners (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on behalf of the County the Cooperative Agreement with NMDOT for the Project and any

amendments thereto.

APPROVED, ADOPTED, AND PASSED THIS 26th day of August, 2014.

BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

ATTEST:


Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, Santa Fe County Attorney

FINANCE APPROVAL:



Teresa Martinez, Santa Fe County Finance Director





NEW MEXICO DEPARTMENT OF
TRANSPORTATION

6/9/2014

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504
ATTN: Agnes Leyba-Cruz

Re: FUNDING 2014/2015 LGRF PROGRAM

Dear Ms. Cruz,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 14/15. The funding amount is as follows:

| <u>Project No.</u> | <u>Control No.</u> | <u>Entity Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total</u> |
|--------------------|--------------------|---------------------------|--------------------------|----------------------|
| CAP-5-15(470) | LS00175 | \$45,407.00 | \$136,221.00 | \$181,628.00 |

The following will be the scope of work:

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four contracts for execution.

If changing the scope - as to type of work to be done - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next Highway Commission meeting.

To ensure funding of this project the contract must be fully executed and encumbered by December 31, 2014. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at 995-7787. Please submit the applicable information as soon as possible so that I can send you a contract for execution.

Sincerely,

Susan Godina
Local Government Road Fund Coordinator
NM DOT
District 5

Susana Martinez
Governor

Tom Church
Cabinet Secretary, Designate

Commissioners

Pete K. Rahn
Chairman
District 3

Ronald Schmeits
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

Robert R. Wallach
Commissioner
District 2

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

District Five

7315 Cerrillos Road

Santa Fe, NM 87502



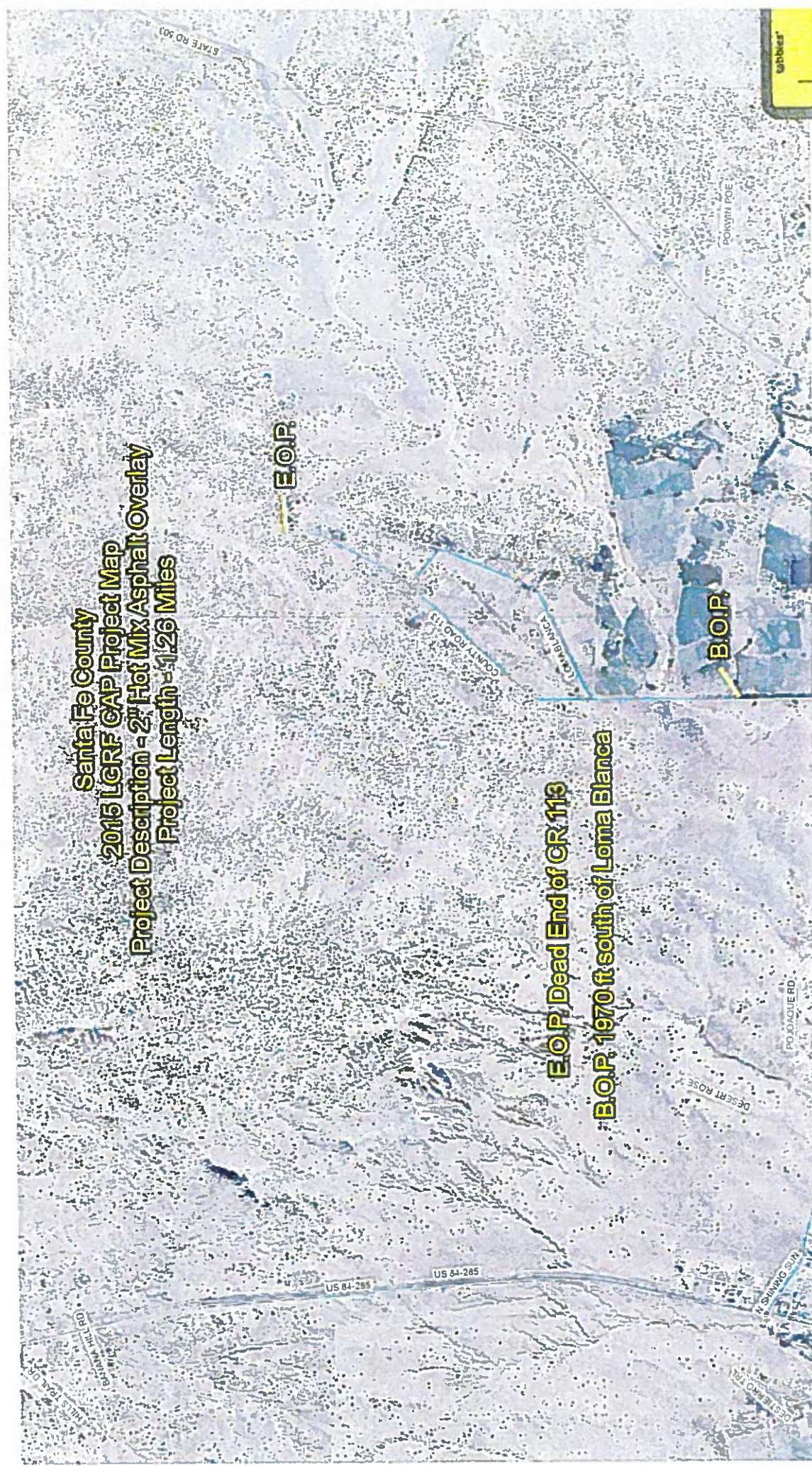
Santa Fe County
2015 LGRF CAP Project Map
Project Description - 2" Hot Mix Asphalt Overlay
Project Length - 1.23 Miles

E.O.P.

B.O.P.

E.O.P. Dead End of CR 113

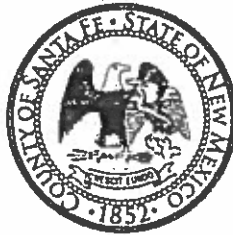
B.O.P. 1970 ft south of Loma Blanca



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Hollan
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 13, 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director

VIA: Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting August 26, 2014

RESOLUTION 2014-_____ A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. SB-7806(103)15 FOR PAVEMENT REHABILITATION/IMPROVEMENTS OF EVERGREEN LANE (CR101D) AND BONEYARD ROAD (CR90A) IN SANTA FE COUNTY, NEW MEXICO (PUBLIC WORKS)

SUMMARY

Staff is requesting approval of the resolution in support of participation in the 2014/2015 NMDOT Local Government Road Fund (LGRF) Program which provides funds to local entities for pavement rehabilitation and improvements.

BACKGROUND

Public Works was approved for funding through the Local Government Road Improvement Fund Program (LGRF) SB Funding for pavement rehabilitation/improvements of various County roads in Santa Fe County, New Mexico. Santa Fe County is required to provide 25% in matching funds in the amount of \$26,653 with the State's share of 75% in the amount of \$79,959 for a total project cost of \$106,612. The funds will be used to do improvements on CR101D (Evergreen Lane—District 1) and CR90A (Boneyard Rd—District 1) in Santa Fe County.

ACTION REQUESTED

The Public Works Department requests approval of the resolution in support of participation in Year 2013/2014 NMDOT LGRF Program.

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

RESOLUTION NO. 2014-_____

**A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT
FUND PROJECT NO. SB-7806(103)15 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF EVERGREEN LANE (CR101D) AND
BONEYARD ROAD (CR90A) IN SANTA FE COUNTY, NEW MEXICO**

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Governments Road Fund ("LGRF");

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2015 LGRF funding for pavement rehabilitation/improvements on various roads;

WHEREAS, by letter, dated June 9, 2014 (Exhibit A, attached), NMDOT informed the County that Project No. SB-7806(103)15 (the "Project") had been approved;

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, the location and other information concerning the Project is depicted on the maps attached hereto as Exhibit B and in the following chart:

| <u>Project Location and Limits</u> | <u>Project Scope</u> | <u>County Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total (100%)</u> |
|--|---|----------------------------------|---------------------------------|------------------------------------|
| A.) .45 miles of Evergreen Lane (CR101D), beginning at the intersection of CR101D and CR84 and ending at the cattle guard near the intersection of NM502 and CR101D. B.) .57 miles of Boneyard Road, beginning at the intersection of Boneyard Road and Electric Avenue and ending at the intersection of Camino Arroyo Seco and Boneyard Road. | Pavement rehabilitation / improvements – specifically, 2" hot mix asphalt overlay | \$26,653 | \$79,959 | \$106,612 |

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of County Commissioners (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on behalf of the County the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

APPROVED, ADOPTED, AND PASSED THIS 26th day of August, 2014.


BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, Santa Fe County Attorney

FINANCE APPROVAL:



Teresa Martinez, Santa Fe County Finance Director



6/9/2014

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504
ATTN: Agnes Leyba-Cruz

Re: FUNDING 2014/2015 LGRF PROGRAM

Dear Ms. Cruz,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 14/15. The funding amount is as follows:

| <u>Project No.</u> | <u>Control No.</u> | <u>Entity Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total</u> |
|--------------------|--------------------|---------------------------|--------------------------|----------------------|
| SB-7806(103)15 | L500169 | \$26,653.00 | \$79,959.00 | \$106,612.00 |

The following will be the scope of work:

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four contracts for execution.

If changing the scope - as to type of work to be done - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next Highway Commission meeting.

To ensure funding of this project the contract must be fully executed and encumbered by December 31, 2014. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at 995-7787. Please submit the applicable information as soon as possible so that I can send you a contract for execution.

Sincerely,

Susan Godina
Local Government Road Fund Coordinator
NM DOT
District 5

Susana Martinez
Governor

Tom Church
Cabinet Secretary, Designate

Commissioners

Pete K. Rahn
Chairman
District 3

Ronald Schmeits
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

Robert R. Wallach
Commissioner
District 2

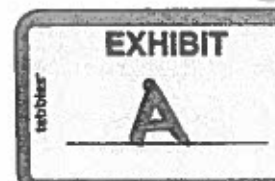
Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

District Five

7315 Cerrillos Road

Santa Fe, NM 87502





Santa Fe County
2015 LGRF SB Project Map 1
Santa Fe County Rd 101D
Project Description - 2" Hot Mix Asphalt Overlay
Project Length - 4.5 Miles

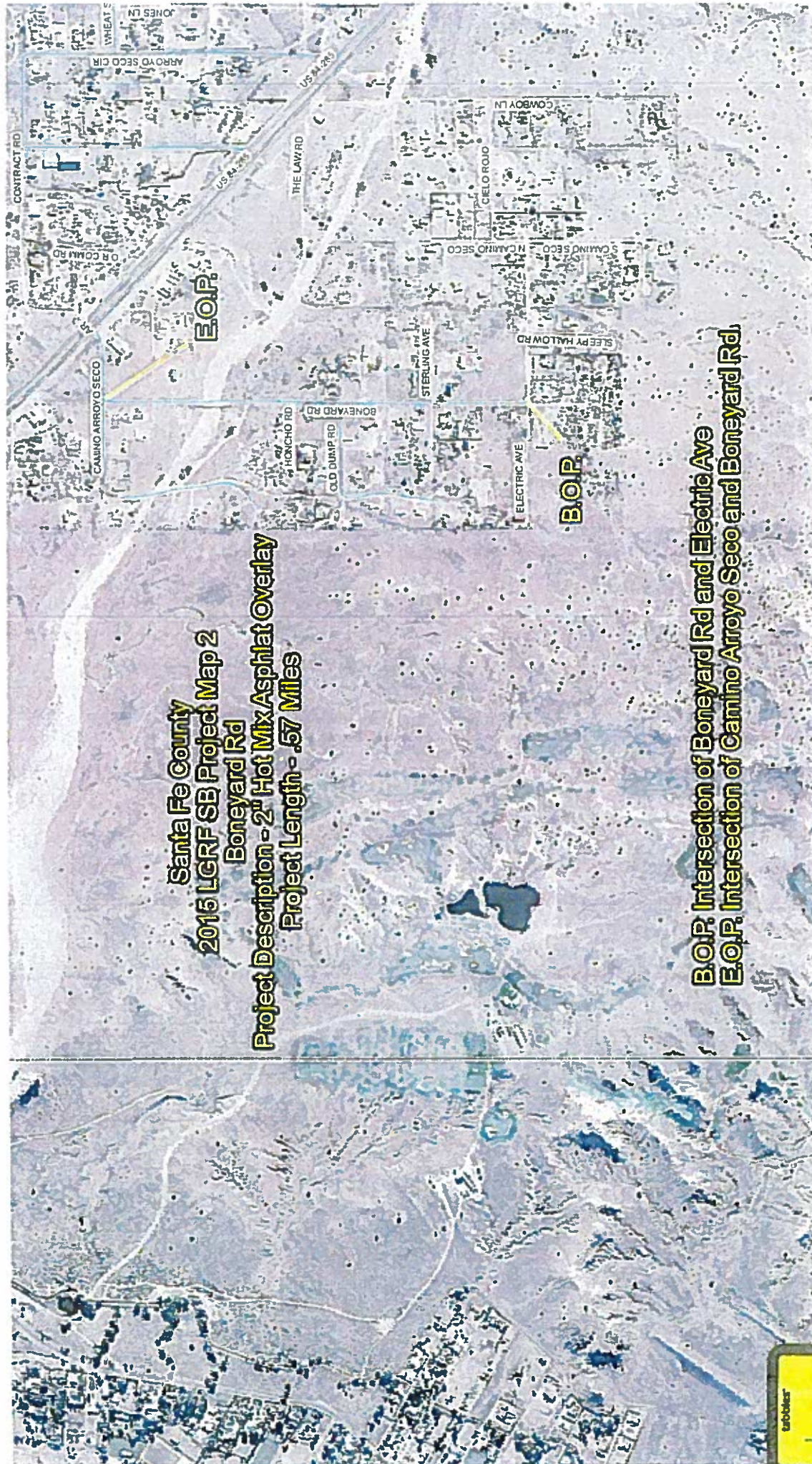
B.O.P. Intersection of CR 101D and CR 84
E.O.P. Cattleguard Near the Intersection of NM 502 and CR 101D

EXHIBIT

tabbaker

3

Santa Fe County
2015 LCRF SB Project Map 2
Boneyard Rd
Project Description - 2" Hot Mix Asphalt Overlay
Project Length - .57 Miles



B.O.P. Intersection of Boneyard Rd and Electric Ave
E.O.P. Intersection of Camino Arroyo Seco and Boneyard Rd

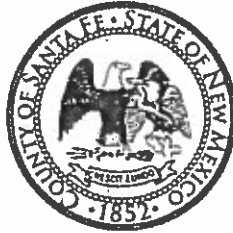
EXHIBIT

B

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Hollan
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 13, 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director *AL*

VIA: Katherine Miller, County Manager *KM*

ITEM AND ISSUE: BCC Meeting August 13, 2014

RESOLUTION 2014-___ A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. SP-5-15(184) FOR PAVEMENT REHABILITATION/IMPROVEMENTS OF CANADA VILLAGE ROAD (CR67A) IN SANTA FE COUNTY, NEW MEXICO (PUBLIC WORKS)

SUMMARY

Staff is requesting approval of the resolution in support of participation in the 2014/2015 NMDOT Local Government Road Fund (LGRF) Program which provides funds to local entities for pavement rehabilitation and improvements.

BACKGROUND

Public Works was approved for funding through the Local Government Road Improvement Fund Program (LGRF) SP Funding for pavement rehabilitation/improvements of various County roads in Santa Fe County, New Mexico. Santa Fe County is required to provide 25% in matching funds in the amount of \$23,661 with the State's share of 75% in the amount of \$70,984 for a total project cost of \$94,645. The funds will be used to do improvements on County Road 67A (Canada Village Road—District 4) in Santa Fe County.

ACTION REQUESTED

The Public Works Department requests approval of the resolution in support of participation in Year 2014/2015 NMDOT LGRF Program.

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

RESOLUTION NO. 2014-_____

**A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT
FUND PROJECT NO. SP-5-15(184) FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF CANADA VILLAGE ROAD (CR67A) IN
SANTA FE COUNTY, NEW MEXICO**

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Governments Road Fund ("LGRF");

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2015 LGRF funding for pavement rehabilitation/improvements on various roads;

WHEREAS, by letter, dated June 9, 2014 (Exhibit A, attached), NMDOT informed the County that Project No. SP-5-15(184) (the "Project") had been approved;

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, the location and other information concerning the Project is depicted on the map attached hereto as Exhibit B and in the following chart:

| <u>Project Location and Limits</u> | <u>Project Scope</u> | <u>County Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total (100%)</u> |
|---|---|----------------------------------|---------------------------------|------------------------------------|
| +/- .79 miles of Canada Village Road, beginning at the intersection of Old Santa Fe Trail and Canada Village Road and ending at the intersection of Canada Village Road and Camino La Llorona | Pavement rehabilitation / improvements – specifically, 2" hot mix asphalt overlay | \$23,661 | \$70,984 | \$94,645 |

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of County Commissioners (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on

behalf of the County the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

APPROVED, ADOPTED, AND PASSED THIS 26th day of August, 2014.

BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

ATTEST:


Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, Santa Fe County Attorney

FINANCE APPROVAL:



Teresa Martinez, Santa Fe County Finance Director



New Mexico DEPARTMENT OF
TRANSPORTATION

6/9/2014

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504
ATTN: Agnes Leyba-Cruz

Re: FUNDING 2014/2015 LGRF PROGRAM

Dear Ms. Cruz,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 14/15. The funding amount is as follows:

| <u>Project No.</u> | <u>Control No.</u> | <u>Entity Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total</u> |
|--------------------|--------------------|---------------------------|--------------------------|----------------------|
| SP-5-15(184) | LS00141 | \$23,661.00 | \$70,984.00 | \$94,645.00 |

The following will be the scope of work:

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS

If the above funding amount requires that your project be adjusted from what was originally proposed [i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"], please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four contracts for execution.

If changing the scope - as to type of work to be done - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next Highway Commission meeting.

To ensure funding of this project the contract must be fully executed and encumbered by December 31, 2014. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at 995-7787. Please submit the applicable information as soon as possible so that I can send you a contract for execution.

Sincerely,

Susan Godina
Local Government Road Fund Coordinator
NM DOT
District 5

Susana Martinez
Governor

Tom Church
Cabinet Secretary, Designat

Commissioners

Pete K. Rahn
Chairman
District 3

Ronald Schmeits
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

Robert R. Wallach
Commissioner
District 2

Dutch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

District Five

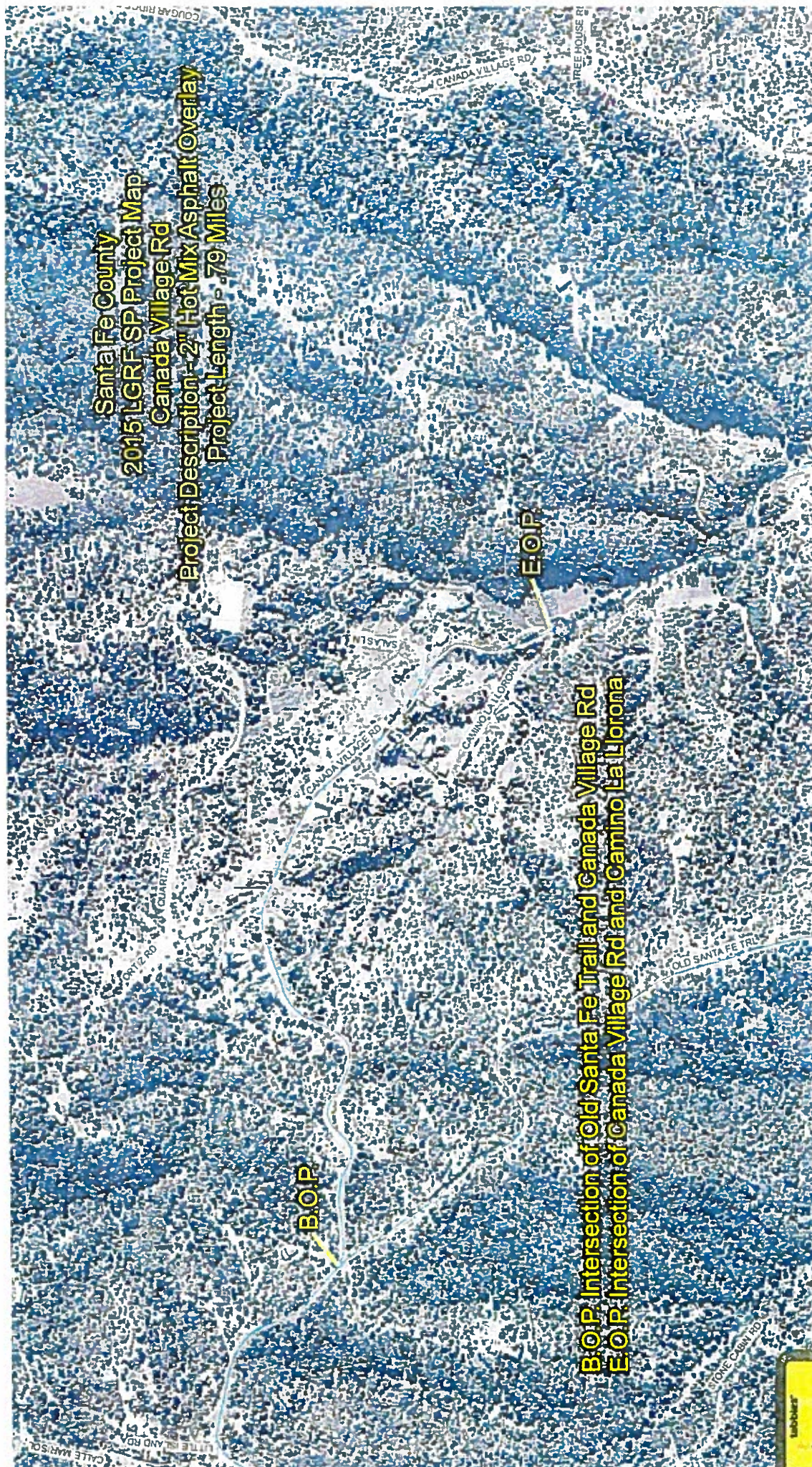
7315 Cerrillos Road

Santa Fe, NM 87502

EXHIBIT

A

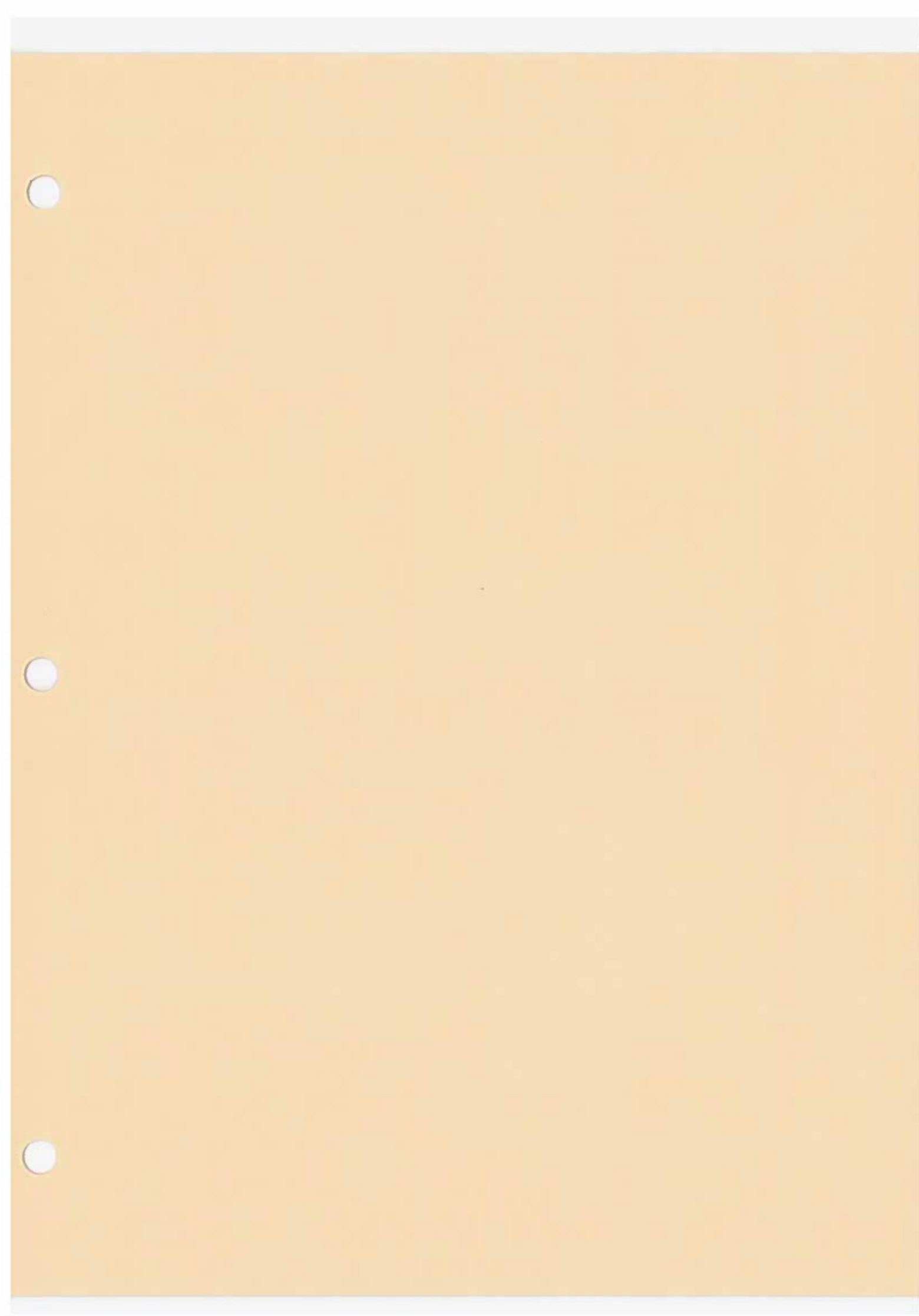
Santa Fe County
2015 LGRF SP Project Map
Canada Village Rd
Project Description - 2" Hot Mix Asphalt Overlay
Project Length - .79 Miles



B.O.P. Intersection of Old Santa Fe Trail and Canada Village Rd
E.O.P. Intersection of Canada Village Rd and Camino La Llorona

EXHIBIT

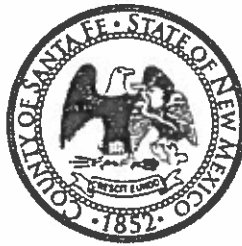
3



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *August 4, 2014*

TO: *Board of County Commissioners*

FROM: *Teresa Martinez, Finance Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting August 26, 2014*

RESOLUTION 2014 - ____ A RESOLUTION REQUESTING A BUDGET INCREASE TO THE GOB SERIES 2009 FUND (335) IN THE AMOUNT OF \$28,988 AND TO THE GOB SERIES 2013 FUND (351) IN THE AMOUNT OF \$67,312 TO BUDGET CASH CARRYOVER TO COMPLETE THE DESIGN OF THE IMPROVEMENTS TO TORCIDO LOOP FOR A TOTAL INCREASE OF \$96,300. (FINANCE/TERESA MARTINEZ)

BACKGROUND AND SUMMARY:

In June of 2012, the Board of County Commission approved GRT Quick Start Funding for projects including \$500,000 for the design and engineering of roads in Santa Fe County. Public Works staff allocated \$95,000.00 of those funds to the design and engineering of improvements to Camino Torcido Loop which included drainage, road improvements and paving. There were also funds allocated for the road in the 2013 GOB in the amount of \$405,000 for a total project budget of \$500,000.

Prior to beginning design, research revealed an archaeological site within the project limits; therefore \$48,683.69 was used for an archaeological study of this area as required by State Historic Preservation Office (SHPO). Currently, HDR Engineering is under contract to provide a drainage review and 30% drawings at a cost of \$33,878.34. Staff is ready to move forward with 100% drawings for the design and engineering of the improvements and is requesting \$96,300 from the funds allocated in the 2013 GOB for this project to complete the design.

ACTION REQUESTED:

Public Works is requesting approval to budget \$28,988 from the 2009 GOB Fund and \$67,312 from the 2013 GOB Fund to complete the design and engineering of Torcido Loop for a total of \$96,300. This action will not increase the total project budget.

SANTA FE COUNTY

Page 1 of 4

RESOLUTION 2014 - _____

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

Whereas, the Board of County Commissioners meeting in regular session on August 26, 2014, did request the following budget adjustment:

Department / Division: Public Works/Project Development Fund Name: GOB Series 2013 (351)

Budget Adjustment Type: Budget Increase Fiscal Year: 2014 (July 1, 2014 - June 30, 2015)

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 |
|----------------------------------|---------------------------------|------------------------------|----------------------------|-----------------|--------------------|--------------------|
| 351 | 0000 | 385 | 0400 | Budgeted Cash | \$67,312 | |
| 335 | 0000 | 385 | 0400 | Budgeted Cash | 28,988 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$96,300 | |

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 |
|----------------------------------|---------------------------------|------------------------------|----------------------------|---|--------------------|--------------------|
| 351 | 6183 | 453 | 8011 | Capital Purchases/Rdwy Capitalized Cont Svc | \$67,312 | |
| 335 | 6183 | 453 | 8011 | Capital Purchases/Rdwy Capitalized Cont Svc | \$28,988 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$96,300 | |

Requesting Department Approval: _____

Title: _____

Adam Leigland, PE, AICP

DATE 14 2014

Finance Department Approval: _____

Date: 8/14/14

Entered by: _____ Date: _____

County Manager Approval: _____

Date: 8/18/14

Updated by: _____ Date: _____

Director, Public Works

SANTA FE COUNTY

Page 2 of 4

RESOLUTION 2014 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dept/Div: Public Works/Project Development Phone No.: 995-6516

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.
Public Works staff is requesting \$67,312 from the 2013 GOB and \$28,988 from the 2009 General Obligation Bond to complete the drawings for the improvements to Torcido Loop. In the 2012 Capital Improvement plan, Torcido Loop was allocated \$405,000 for the project. Staff has hired HDR to design improvements to Torcido Loop to 30%. Those drawings are complete and staff is ready to move forward with the drawings to 100%.

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 |
|-----------|--|----------|
| 8011 | Design to 100% plans for the improvements to Torcido Loop. | \$96,300 |
| | | |
| | | |

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

SANTA FE COUNTY

Page 3 of 4

RESOLUTION 2014 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Agnes Leyba-Cruz Dept/Div: Public Works/Project Development Phone No.: 995-6416

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: GOB Series 2013
 - a) If this is a state special appropriation, YES _____ NO X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES _____ NO X
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 a award letter and proposed budget.
 - c) Is this request is a result of Commission action? YES X NO _____
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
The funds were allocated in the 2013 GOB through the approval of the 2012 Capital Improvement Plan.
 - d) Please identify other funding sources used to match this request.

2012 Quick Start GRT Funds \$95,000

SANTA FE COUNTY

Page 4 of 4

RESOLUTION 2014 - _____

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 26th Day of August, 2014.

Santa Fe Board of County Commissioners

Daniel W. Mayfield, Chairperson

ATTEST:

Geraldine Salazar, County Clerk



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
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: Board of County Commissioners

FROM: Teresa C. Martinez, Finance Division Director *TCM*

VIA: Katherine Miller, County Manager *KM*

DATE: August 13, 2014

SUBJECT: Resolution 2014 – A Resolution Requesting An Increase To The Capital Projects – Federal Fund (305) To Budget For A Cooperative Agreement Made With The US Department Of Interior, US Geological Survey For Acquisition And Processing Of Light Detection And Ranging Data (LiDAR) / \$100,000 (Finance/Teresa Martinez)

Background

The Santa Fe County Geographic Information Systems (GIS) Division of the Growth Management Department has undertaken a project to update its terrain data for a variety of mapping needs. This data serves a variety of critical functions and users of the data include internal departments as well as other governmental and private entities for such purposes as terrain management, code compliance, capital and infrastructure planning and community planning activities. The project is anticipated to be completed during FY 2015.

Issue

The US Geological Survey (USGS) has signed a cooperative agreement with Santa Fe County for \$100,000 the purpose of which is to acquire and process light detection and ranging data (LiDAR). The information obtained from the LiDAR will be used to create terrain data in support of the production of high accuracy, high resolution orthophotos. The County's terrain data has not been systematically updated since 2001. The cooperative agreement was fully executed late in FY 2014 but due to its timing, could not be included in the final fiscal year 2015 budget. The attached resolution will budget the funding from the cooperative agreement and allow for the project to move forward.

Summary

The Finance Division is requesting approval to budget Cooperative Agreement No. G14AC001252 with the US Department of the Interior, US Geological Survey in the amount of \$100,000.

SANTA FE COUNTY

Page 1 of 4

RESOLUTION 2014 - _____

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

Whereas, the Board of County Commissioners meeting in regular session on August 26, 2014, did request the following budget adjustment:

Department / Division: GMD/GIS Fund Name: Capital Projects - Federal (305)

Budget Adjustment Type: Increase Fiscal Year: 2014 (July 1, 2014 - June 30, 2015)

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 |
|----------------------------------|---------------------------------|------------------------------|----------------------------|---------------------------------------|--------------------|--------------------|
| 305 | 0514 | 372 | 0908 | Federal Grants - US Dept. of Interior | \$100,000 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$100,000 | |

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 |
|----------------------------------|---------------------------------|------------------------------|----------------------------|--------------------------------------|--------------------|--------------------|
| 305 | 0514 | 412 | 8013 | GMD/GIS - Capitalized Infrastructure | \$100,000 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$100,000 | |

Requesting Department Approval: C. Jaramillo for Penny Ellis-Green Title: Budget Administrator Date: 8/1/14

Finance Department Approval: [Signature] Date: 8/1/14 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2014 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: C. Jaramillo / E. Wright Dept/Div: CMO-Finance / GMD-GIS Phone No.: 986-6321 / 986-6350

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 resolution is a request to budget for a cooperative agreement with the US Geological Survey, within the US Department of the Interior for the Santa Fe County Regional LiDAR Project. This agreement was executed for the orthophotography project of the GIS department to acquire and process light detection and ranging data for use in terrain mapping within Santa Fe County.

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 |
|-------------------|--|-----------|
| 305-0514-412-8013 | To acquire and process light detection and ranging (LiDAR) data | \$100,000 |
| | | |
| | | |
| | | |

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

SANTA FE COUNTY

Page 3 of 4

RESOLUTION 2014 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Carole Jaramillo / Erle Wright Dept/Div: CMO-Finance / GMD-GIS Phone No.: 986-6321 / 986-6350

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.
 - b) Does this include state or federal funds? YES x 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 a award letter and proposed budget.

USGS Cooperative Agreement No. G14AC001252

- c) Is this request is a result of Commission action? YES _____ NO x
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.

SANTA FE COUNTY

RESOLUTION 2014 - _____

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.

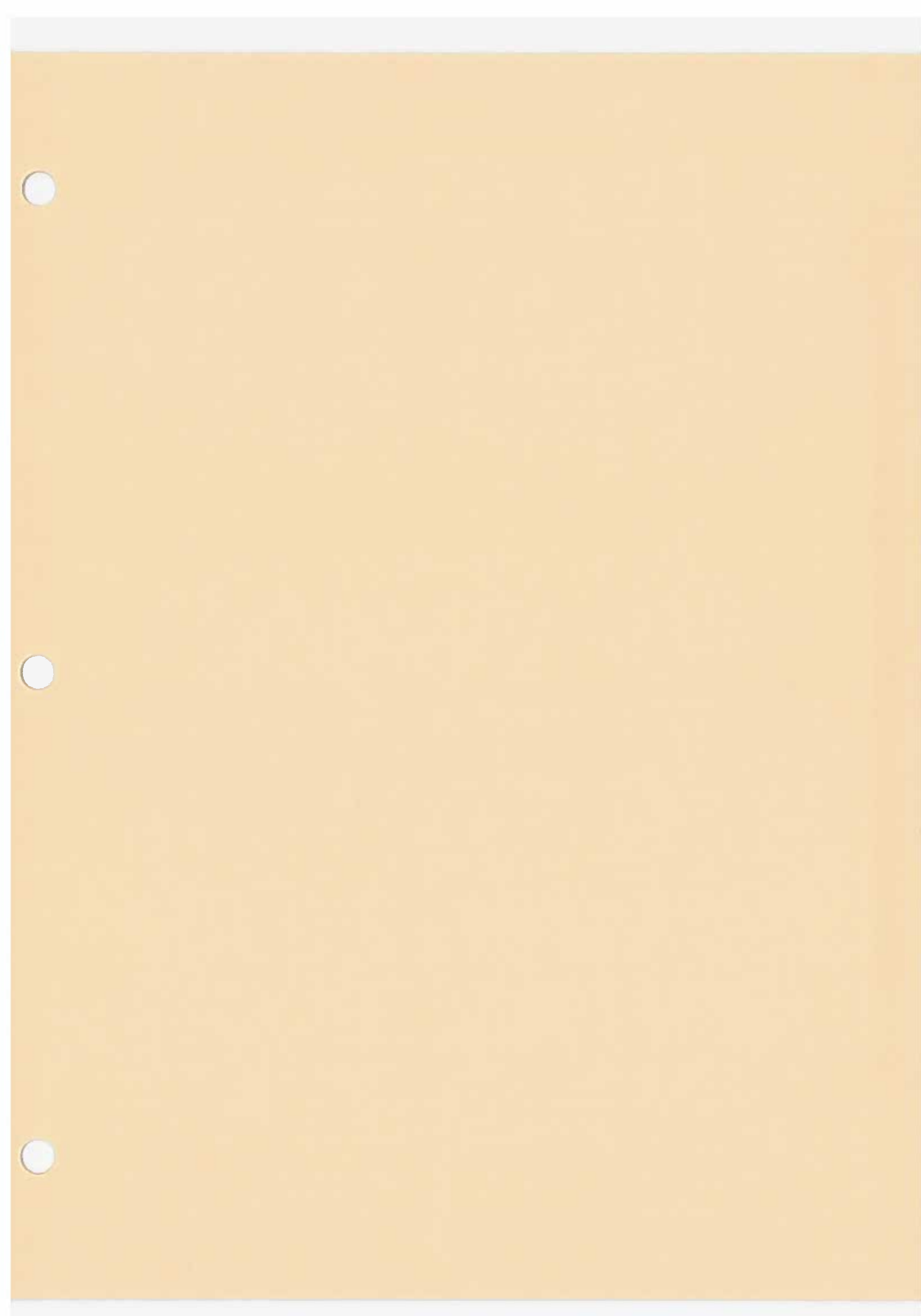
Approved, Adopted, and Passed This 26th Day of August, 2014.

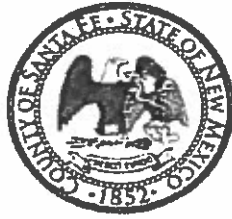
Santa Fe Board of County Commissioners

Daniel W. Mayfield, Chairperson

ATTEST:

Geraldine Salazar, County Clerk





Memorandum

To: Santa Fe Board of County Commissioners

From: Donna Morris, Fire Department

Thru: David Sperling, Fire Chief *DS*
Pablo Sedillo, Public Safety Director *PS*
Katherine Miller, County Manager *KM*

Date: August 11, 2014

Re: Resolution 2014 - A resolution requesting a budget increase to the GOB Series 2009 Fund (335) / \$8,162 and the GOB Series 2011 Fund (339) / \$21,838 to budget available cash for the Southern Regional Station / Town of Edgewood Station / Total Increase of \$30,000. (Public Safety/Fire)

BACKGROUND:

The Santa Fe County Fire Department is requesting BCC approval to budget the FY-2014 available cash balance in the amount of \$30,000 in the FY-2015 budget to be expended on a water softening system for the new Southern Regional Station / Town of Edgewood Station. The appliances, water heater and water pipes are being effected by calcification due to the hard water in the Edgewood area.

SUMMARY:

Please approve this request for a budget increase to the Southern Regional Station / Town of Edgewood Station Fund (335) in the amount of \$8,162 and Fund (339) in the amount of \$21,838 for a total increase of \$30,000.

SANTA FE COUNTY

RESOLUTION 2014 - _____

Page 1 of 4

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

Whereas, the Board of County Commissioners meeting in regular session on August 26, 2014, did request the following budget adjustment:

Department / Division: Fire Department/Administration Fund Name: GOB Series 2011 (339)
 Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

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 |
|----------------------------------|---------------------------|------------------------|----------------------|--|-----------------|-----------------|
| 335 | 8005 | 385 | 04-00 | Budgeted Cash/Edgewood Station Project | 8,162 | |
| 339 | 8005 | 385 | 04-00 | Budgeted Cash/Edgewood Station Project | 21,838 | |
| TOTAL (if SUBTOTAL, check here) | | | | | 30,000 | |

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 |
|----------------------------------|---------------------------|------------------------|----------------------|--|-----------------|-----------------|
| 335 | 8005 | 481 | 80-01 | Edgewood Station Project/ Buildings & Structures | 8,162 | |
| 339 | 8005 | 481 | 80-01 | Edgewood Station Project/ Buildings & Structures | 21,838 | |
| TOTAL (if SUBTOTAL, check here) | | | | | 30,000 | |

Requesting Department Approval: [Signature] Title: Chief Date: 8-18-14
 Finance Department Approval: [Signature] Date: 8/18/14 Entered by: _____ Date: _____
 County Manager Approval: [Signature] Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

Page 2 of 4

RESOLUTION 2014 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

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.

Requesting BCC approval for a budget increase to the Town of Edgewood Station Project Fund (335) and Fund (339) to carry forward available cash in the amount of \$30,000 to be expended on a water softening system for the new Edgewood Fire Station.

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 |
|-----------|--|--------|
| 80-01 | Water Softening System | 30,000 |
| | | |
| | | |
| | | |

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

SANTA FE COUNTY

Page 3 of 4

RESOLUTION 2014 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

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 X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES NO X
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 a award letter and proposed budget.
 - c) Is this request a result of Commission action? YES NO X
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.

Not Applicable.

SANTA FE COUNTY

Page 4 of 4

RESOLUTION 2014 - _____

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.

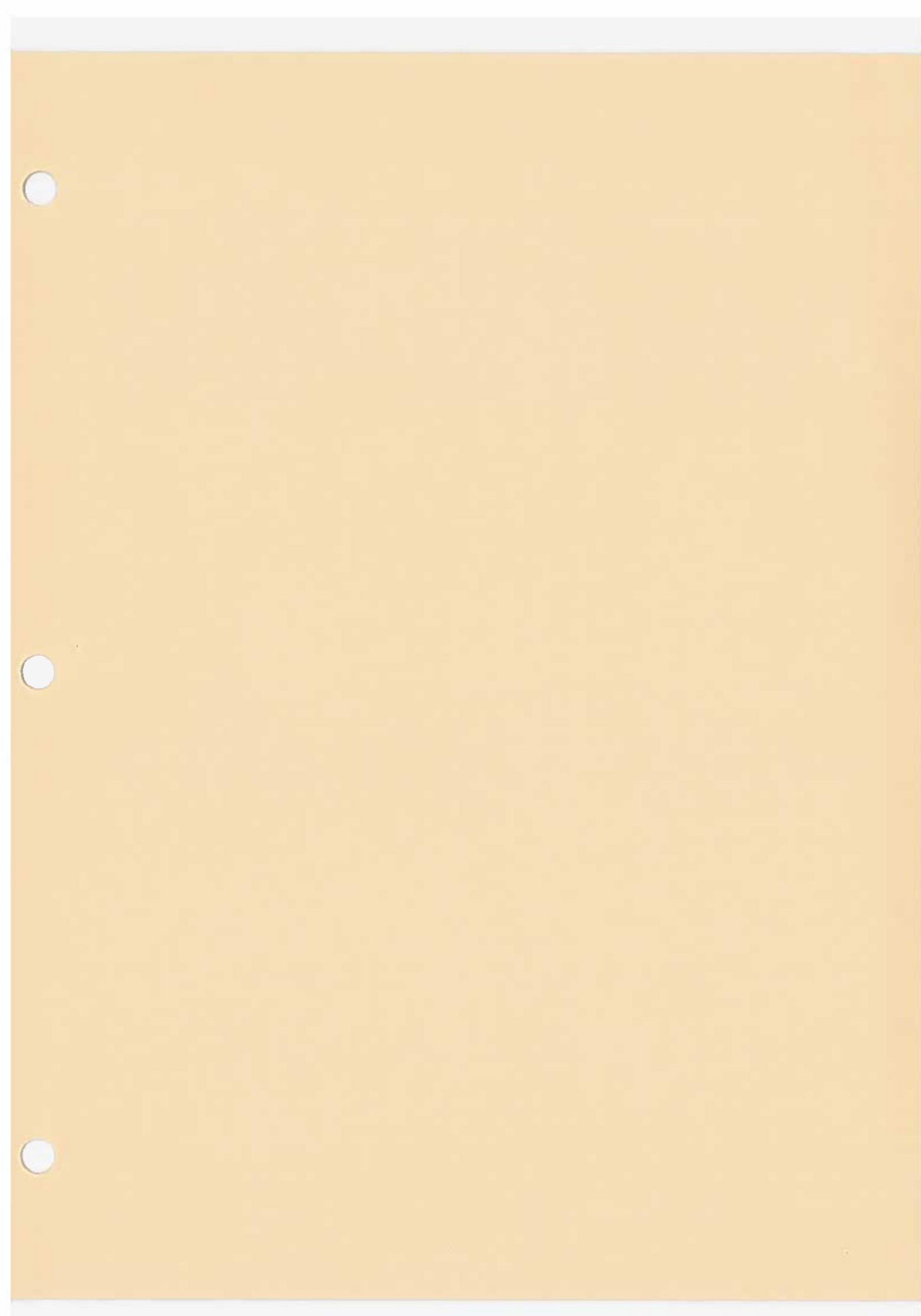
Approved, Adopted, and Passed This 26th Day of August, 2014.

Santa Fe Board of County Commissioners

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar, County Clerk



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 14, 2014

TO: Board of County Commissioners

VIA: Adam Leigland, Public Works Director
Katherine Miller, County Manager *✓*

FROM: Teresa Martinez, Finance Director

ITEM AND ISSUE: BCC Meeting August 26, 2014
REQUEST AUTHORIZATION TO REPROGRAM, PER CAPITAL OUTLAY POLICY,
\$395,137.19 IN 2012 ROAD GENERAL OBLIGATION BOND FUNDS FROM COUNTY
ROAD 105 IMPROVEMENT TO COUNTY ROAD 89C IMPROVEMENT

SUMMARY:

This is a request of reprogram \$395,137.19 in road improvement funds from CR105 to CR89C.

BACKGROUND:

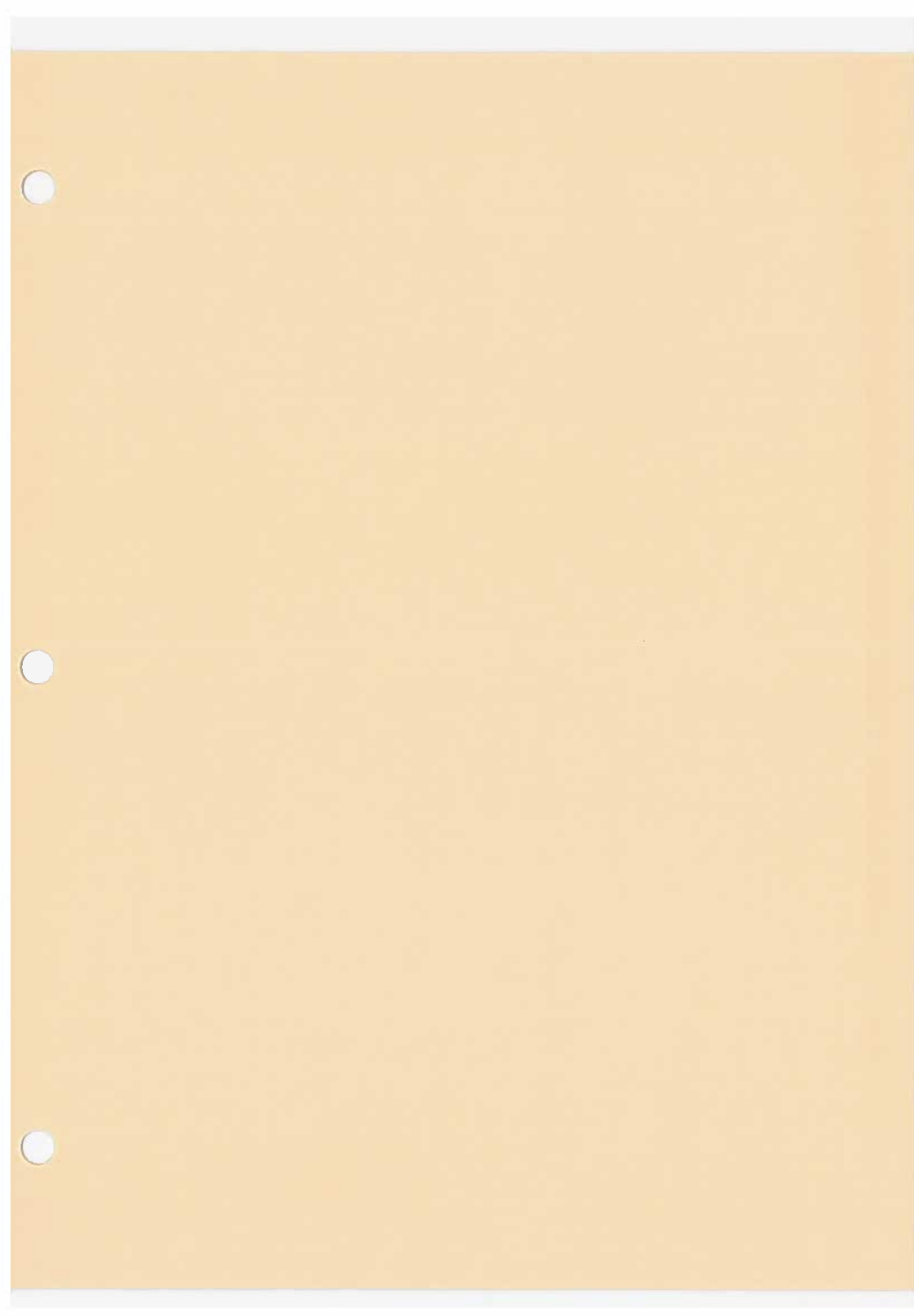
As part of the 2012 General Obligation Bond road list approved in July 2012, the Board had allocated \$400,000 to the improvement of County Road 105, located on the Pueblo of Pojoaque. The Pueblo requested an archeological study, the results of which were presented to the Pueblo in July of this year. Based on this study, the Pueblo notified the County that they will not allow the improvement project to continue. This liberates \$397,137.19 in road improvement funds.

Meanwhile, County Road 89C in Cuyumungue has long been susceptible to flooding. The Board had previously allocated funds to design the necessary drainage improvements; the design is nearly complete.

Staff is requesting that the funds previously programmed for County Road 105 be reprogrammed to County Road 89C improvements. When the design is 100% complete, staff will analyze estimated construction cost against available budget and determine if further action is required.

ACTION REQUESTED:

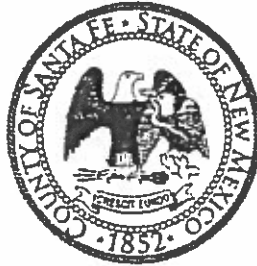
Approve subject request



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

From: Kenneth G. Smith
Santa Fe County Senior Services

Through: Rachel O'Connor
Santa Fe County Community Services Department

Date: August 4, 2014

Subject: Approval of Direct Purchase of Service Vendor Agreement, Nutrition Service Incentive Program (NSIP) Agreement, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Assurances, Certification Regarding Lobbying; Resolution Authorization; and Letter of Commitment.

Issue:

The Community Services Department is requesting approval of the current grant agreement from the Area Agency on Aging (AAA) to provide congregate meals, home delivered meals and transportation services to seniors in Santa Fe County.

Background:

Santa Fe County responded to an RFP issued by the Non Metro Area Agency on Aging in March 2012 for a 4 year contract to provide services to seniors within Santa Fe County. The attached grant is for the third year and provides funding for congregate meals, home delivered meals and transportation to seniors in FY15. In FY14 Santa Fe County was awarded \$381,260 (combined State and Federal) and \$33,758 for the Nutrition Service Incentive Program (NSIP). In FY15 we will receive \$391,260 (combined State and Federal) and \$33,758 for the NSIP.

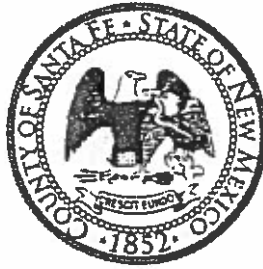
Staff Recommendation:

Senior Services staff recommends approval of the attached documents, which were included in our budget projections for FY15.

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner District 5

Katherine Miller
County Manager

August 4, 2014

Non-Metro Area Agency on Aging
Attn: Jenny Martinez
Post Office Box 5115
Santa Fe, New Mexico 87502-5115

Re: Commitment of Local Funds

Dear Ms. Martinez:

My name is Danny Mayfield and I am the Chair of the Board of County Commissioners for Santa Fe County. I have the authority to represent the County of Santa Fe as it relates to the contents of this document.

Santa Fe County is committed to contribute a total of Four Hundred Eighteen Thousand Six Hundred Three (\$418,603) to the Santa Fe County Senior Services program for FY2015. This contribution is non-in-kind resources.

If for any reason this commitment is not able to be met, the County of Santa Fe will submit a letter of justification.

Sincerely,

Danny Mayfield
Chair, Board of County Commissioners

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

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

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

SANTA FE COUNTY NM
Organization State

Authorized Signature Title Date

Printed Name of Authorized Signatory

Approved as to form
Santa Fe County Attorney

By: [Signature]

Date: 7/18/14

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Santa Fe County : N. M.
Organization : State

Authorization Signature Title Date

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 7/18/14 JKM/11/15/14

Non-Metro AAA

Vendor/ Contractor Name Santa Fe County Senior Services

Executive Director Rachel O'Connor

Mailing Address PO Box 276

City, Zip code Santa Fe NM 87504

Physical Address 2052 Galisteo Street

City, Zip code Santa Fe 87504

County Santa Fe

Phone Number 992 9842

Fax Number 992 9855

e-mail address ROCONNOR@SantaFeCountyNm.gov

Director K. Greg Smith

Mailing Address PO Box 276

City, Zip code Santa Fe NM 87504

Physical Address 71 Camino de Jacabo

City, Zip code Santa Fe NM 87507

County Santa Fe

Phone Number 992 3094

Fax Number 992 3005

e-mail address KSmith@SantaFeCountyNm.gov

Finance Contact Vidella Montoya

Mailing Address PO Box 276

City, Zip code Santa Fe NM 87504

Physical Address 71 Camino de Jacabo

City, Zip code Santa Fe NM 87507

County Santa Fe

Phone Number 992 9853

Fax Number 992 3005

e-mail address Vtmontoya@SantaFeCountyNm.gov

Nutrition Services Contact Liz Lujan

Mailing Address PO Box 276

City, Zip code Santa Fe NM 87504

Physical Address 71 Camino de Jacabo

City, Zip code Santa Fe NM

County Santa Fe

Phone Number 992 9896

Fax Number 992 3005

e-mail address llujan@SantaFeCountyNm.gov

Non-Metro AAA

Vendor/ Contractor Name

Santa Fe County Senior Program

Senior Employment Contact

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

N/A

SAMS Data Entry Contact

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

Jeanel Pucheco

PO Box 276

Santa Fe NM 87504

71 Camino de Sabor

Santa Fe 87505

Santa Fe

992 3069

992 3005

j.pucheco@sfcounty.nm.gov

Site Manager

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

N/A

Site Manager

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

N/A

Non-Metro AAA

Vendor/ Contractor Name Santa Fe County Senior Program

Mayor

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

City/ County Manager Katherine Miller

Mailing Address PO Box 276

City, Zip code Santa Fe 87504

Physical Address 102 Grant Ave

City, Zip code Santa Fe 87504

County Santa Fe

Phone Number 986-6260

Fax Number

e-mail address kmiller@santafecountynm.gov

City/ County Clerk Geraldine Salazar

Mailing Address PO Box 276

City, Zip code Santa Fe 87504

Physical Address 102 Grant Ave.

City, Zip code Santa Fe

County Santa Fe

Phone Number 986-6280

Fax Number

e-mail address gsalazar@santafecountynm.gov

City/ County Treasurer Patrick Varela

Mailing Address PO Box 276

City, Zip code Santa Fe NM 87504

Physical Address 102 Grant Ave

City, Zip code Santa Fe

County Santa Fe

Phone Number 986-6245

Fax Number

e-mail address treasurer@santafecountynm.gov

Non-Metro AAA

Vendor/ Contractor Name

Santa Fe County Senior Program

Board President

Daniel Mayfield

Mailing Address

PO Box 276

City, Zip code

Santa Fe 87504

Physical Address

101 Grant Ave

City, Zip code

Santa Fe

County

Santa Fe

Phone Number

986-6200

Fax Number

e-mail address

d.mayfield@SantaFeCounty.Nm.Gov

ASSURANCES

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

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

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

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

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

The grantee provides that it will facilitate the coordination of community-based, long-term care services designed to enable older individuals to remain in their homes, by means including: (A) Development of case management services as a component of the long-term care services, consistent with the requirements of paragraph (25) ; (B) Involvement of long-term care providers in the coordination of such services; and (C) Increasing community awareness of and involvement in addressing the needs of residents of long-term care facilities.

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

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

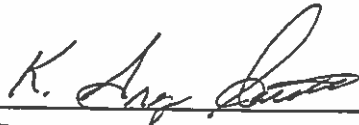
The grantee specifies how they intend to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas, in the area served by the grantee, and to provide services to low-income minority individuals and older individuals residing in rural areas in accordance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

[illegible]

13. Title III B. Any Amount received under part B of the Older Americans Act will be expended in accordance with such part.
14. Title III C. Any amount received under part C of the Older Americans Act will be expended in accordance with such part.
15. Title III D. Any amount received under part D of the Older American Act will be expended in accordance with such part.
16. Title III E. Any amount received under part E of the Older American Act will be expended in accordance with such part.
17. Special Meals Programs Allowances. In accordance with Section 307(a) (13)(I) of the Act, the grantee has established (or will establish) procedures that will allow nutrition project administrators the option to offer a meal, on the same basis as meals are provided to elderly participants, to individuals providing volunteer services during meals hours and to individuals with disabilities who reside at home with and accompany who are eligible under this Act.
18. Grievance Procedure. The grantee has established (or will establish) a grievance procedure for older individuals who are dissatisfied with or denied services.

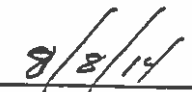
19. Special Menus. Meals programs will reasonably accommodate participants special menus, where feasible and appropriate, to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of eligible individuals.
20. Case Management Services. Case Management services provided under this Plan will:
- not duplicated, but will be coordinated with, case management services provided through other Federal and State programs; and,
 - be provided by a public agency or a nonprofit private agency that (1) gives each older individual seeking services under this title a list of agencies that provides similar services within the jurisdiction of the Area Agency on Aging; (ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement; (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).
21. Rights Relating to In-home Services for Frail Older Individuals. The grantee assures that programs that provide in-home services (as defined in the Older Americans Act) will promote the following rights of each individual who receives such services:
- The right to be fully informed in advance about each in-home service provided by the program and about any change in such service that may affect the well-being of such individual; and the right to participate in planning and changing an in-home service provided by the program, unless such individual is judicially adjudged incompetent;
 - The right to voice a grievance with respect to such service that is fails to be provided, without discrimination or reprisal as a result of voicing such grievance;
 - The right to confidentiality of records relating to such individual;
 - The right to have the property of such individual treated with respect; and
 - The right to be fully informed (orally and in writing), in advance of receiving an in-home service, of these rights and obligations.

Grantee Authorized Individual

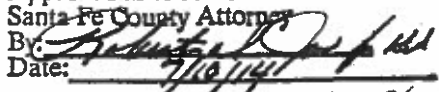


Program Director

Date



Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 7/10/14

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

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

Santa Fe County, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2014, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

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

Service:

Congregate Meals

Home Delivered Meals

Homemaker/Housekeeping

Adult Day Care

Respite

Transportation

Assisted Transportation

IIID Health Promotion Activities (Evidenced-Based)

Health Education/Training

Health Screening

Health Physical Fitness/Exercise

Chore Services

Case Management

Other Health Promotion Activities (Non IIID)

IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

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

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

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

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

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

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

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using

regular vehicular transportation. The “trip” includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor’s office staying with the older individual at the point of destination; and the reverse for a return trip.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unit Measurements

| | |
|----------------------|----------|
| Congregate Meal: | One Meal |
| Home Delivered Meal: | One Meal |

| | |
|----------------------------------|-----------------------------|
| Homemaker/Housekeeping | One Hour |
| Adult Day Care | One Hour |
| Respite Care (Includes III-E) | One Hour |
| Transportation | One, One-Way Trip |
| Assisted Transportation | One, One-Way Trip |
| Health Promotion (IIID/Non-IIID) | |
| Health Education/Training | One Hour |
| Health Screening | One Hour |
| Physical Fitness/Exercise | One Session per Participant |
| Chore | One Hour |
| Case Management | One Hour |
| III-E Access Assistance | One Contact |
| III-E Counseling | One Session per Participant |
| III-E Information Services | One Activity |
| III-E Supplemental Services | One Distribution Event |

Service Area: Santa Fe County

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

B. **Payment for Services.** For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$391,260**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$16,472** from Title III-B of the OAA;
2. **\$52,145** from Title III-C1 of the OAA;
3. **\$22,191** from Title III-C2 of the OAA;
4. **\$0** from Title III-D of the OAA;
5. **\$0** from Title III-E of the OAA; and
6. **\$300,452** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

| Service | Total Unit Cost (III,State,PI,Local) | Federal Title III & State Negotiated Unit Costs | Units of Service | Persons |
|---|---|--|---------------------|---------|
| Congregate Meals | \$8.34020 | \$4.66183 | 35500 | 900 |
| Home Delivered Meals | \$10.68177 | \$5.43618 | 38500 | 175 |
| Transportation | \$16.53388 | \$1.93788 | 8500 | 150 |
| Assisted Transportation | \$ | \$ | | |
| Case Management | \$ | \$ | | |
| Adult Day Care | \$ | \$ | | |
| Respite | \$ | \$ | | |
| Chore Services | \$ | \$ | | |
| Homemaker/Housekeeping | \$ | \$ | | |
| Health Education/Training | \$ | \$ | | |
| Physical Fitness/Exercise | \$ | \$ | | |
| Health Screening | \$ | \$ | | |
| Home Safety | \$ | \$ | | |
| Medication Management | \$ | \$ | | |
| NFCSP – Family Caregivers: Elderly | | | | |
| CG - Counseling | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Supplemental | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |
| CG - Information | \$ | \$ | | |
| NFCSP – Family Caregivers: Grandchildren | | | | |
| CG - Supplemental | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |

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

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

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

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

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

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

A. The Vendor agrees to:

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

- expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
 10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.

3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

- A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2014 through June 30, 2015. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

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

final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

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

G. *Equal Opportunity Compliance.*

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

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

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

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. **TERM.**

This Agreement shall begin on July 1, 2014 and terminate on June 30, 2015, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. **TERMINATION.**

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

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

property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

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

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

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

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

3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

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

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims

and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

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

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

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

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

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

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

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:

NCNMEDD

Attn: Jenny Martinez

PO Box 5115

Santa Fe, NM 87502

VENDOR:

Santa Fe County Senior Services

ATTN: Greg Smith

P.O. Box 276

Santa Fe, NM 87504

|||||

28. INSURANCE.

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

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2014.

Santa Fe County
Legal Name of Vendor

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

Signature

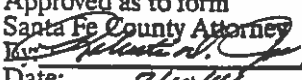

Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

JUN 10 2014
Date

Approved as to form
Santa Fe County Attorney

Date: 7/10/14
July 7/13/14
XBm 8-7-14

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

| GRANTEE: Santa Fe County ADDRESS: PHONE: | | | | APPROVED BUDGET PERIOD FROM: 7/1/2014 TO: 6/30/2015 | | Grant/Action New/Cont: <input checked="" type="checkbox"/> X | | NGA DATE 5.23.2014 |
|---|------------------------|---|------------|--|-----------------------------|--|------------|------------------------------|
| | | | | | | Revision: | | |
| | | | | | | BAR: Other: | | |
| DESCRIPTION | | FEDERAL | STATE | LOCAL | Fundraising- Foundations | PROJ. INC. | TOTAL | |
| Title IIIB | Access | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| | In-Home | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Community All Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Subtotal | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| Title IIIC1 | Meal Costs | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| | Subtotal | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| Title IIIC2 | Meal Costs | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| | Subtotal | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| Title IIID | Health Promotion | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Title IIIE | Care Giver Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| DEMONSTRATION GRANT | | | | | | | | |
| ALZHEIMER | Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| ALL STATE OTHER | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| SUB TOTALS | | | | | | | | |
| | Title IIIB | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| | Title IIIC1 | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| | Title IIIC2 | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| | Title IIID | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Title IIIE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Alzheimer Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | All State Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| GRAND TOTAL | | \$ 90,808 | \$ 300,452 | \$ 418,603 | \$ - | \$ 38,000 | \$ 847,863 | |
| COMPUTATION OF GRANT | | | | | | | | |
| 1. Estimated Total Cost..... | \$ 847,863 | 8. Federal/State Shares will be comprised of: | | | | | | |
| 2. LESS Anticipated Proj. Inc. | \$ 38,000 | a. Federal/State FY 20 ____ Federal State | | | | | | |
| 3. Estimated Net Cost..... | \$ 809,863 | grant unearned in previous project year(s) | | | | | | |
| 4. Non-federal and Non-state Share of Net Cost..... | | b. Carry Over FY 20 ____ Federal State | | | | | | |
| 5. Proj. Inc. (Used as Match)..... | \$ 38,000 | | | | | | | |
| 6. Federal Share of Net Cost..... | \$ 90,808 | | | | | | | |
| 7. State Share of Net Cost.... | \$ 300,452 | c. New Obligational Authority Herein Awarded FY- Federal State \$ 90,808 \$ 300,452 | | | | | | |

NOTIFICATION OF GRANT AWARD

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

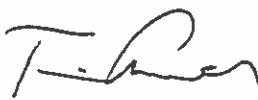

- X 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- X 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share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

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

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

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

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

| | | |
|---|---|--|
| NCNMEDD, Non - Metro Area Agency on Aging | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. | |
|  JUN 10 2014 | Signature: | Date: |
| Signature: _____ Date: _____ Tim Armer, Executive Director | Signature: _____ Date: _____ | Date: _____ Approved as to form Santa Fe County Attorney By:  Date: 7/1/14 |

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

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT**

This Agreement is made and entered into this 1st day of July 2014, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Santa Fe County, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

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

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

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed \$33,758 for eligible meals served during the period July 1, 2014 through June 30, 2015 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2015, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

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

B. **Termination Management.** Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records.

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

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

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 Agency.

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2014 to June 30, 2015. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

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

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

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

10. **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **Product of Service; Copyright**

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

13. **Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

14. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, 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.

15. **Non-Discriminating Service Delivery**

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

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to

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

16. **Confidentiality**
The use or disclosure of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.
17. **Amendment**
This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.
18. **Penalties for Violation of Law**
The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 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.
19. **Scope of Agreement**
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.
20. **Applicable Laws**
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.
21. **Internal Dispute Mediation**
The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:
 1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
 2. Mediation may only be instituted by written request, which request shall

- include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

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. **Notices**

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

Agency:

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

Contractor:

Santa Fe County Senior Services
ATTN: Greg Smith
P.O. Box 276
Santa Fe, NM 87504

|||||

25. **Other Provisions**

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. **Indemnification**

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

27. Authority

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.

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2014.

Santa Fe County
Legal Name of Vendor/Contractor

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

Signature



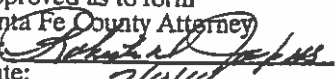
Signature

Printed/Typed Name of Signatory


Tim Armer, Executive Director
Printed/Typed Name of Signatory


Date

JUN 10 2014
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 7/10/14
Stinky 7/15/14
Tim 8.7.14

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

| | | | | | | | |
|--|-------------|-------------------------------------|---------------|---|-------------------|-------------|--|
| GRANTEE: Santa Fe County ADDRESS: | | APPROVED BUDGET FOR THE PERIOD | | Type of Grant or Action | | NGA DATE | |
| PHONE: | | FROM: 07/01/2014 TO: 06/30/2015 | | New/Cont: X Revision: Other: | | 5.28.2014 | |
| Indirect Cost % of \$ | | Fund: 210 Title of Project: NSIP | | CFDA # 93.053 | | | |
| DESCRIPTION | FEDERAL | STATE | LOCAL CASH | LOCAL IN-KIND | PROJECT INCOME | TOTAL | |
| Personnel Services | \$0.00 | \$0.00 | | | | \$0.00 | |
| Fringe Benefits | 0.00 | 0.00 | | | | 0.00 | |
| Travel | 0.00 | 0.00 | | | | 0.00 | |
| Maintenance & Repair | 0.00 | 0.00 | | | | 0.00 | |
| Supplies (Raw Food) | 33,758.00 | 0.00 | | | | 33,758.00 | |
| Contractual Services | 0.00 | 0.00 | | | | 0.00 | |
| Other Operating Costs | 0.00 | 0.00 | | | | 0.00 | |
| Capital Outlay | 0.00 | 0.00 | | | | 0.00 | |
| Subtotal | \$33,758.00 | \$0.00 | | | | \$33,758.00 | |
| PERCENT OF TOTAL COST | 100% | 0% | 0% | 0% | 0% | 100% | |
| COMPUTATION OF GRANT | | | | | | | |
| 1. Estimated Total Cost | | \$33,758.00 | | 8. Federal/State Shares will be Comprised of: | | | |
| 2. LESS Anticipated Project Income | | \$0.00 | | a. Federal/State grant | | | |
| 3. Estimated Net Cost | | \$33,758.00 | | unearned in previous FY Federal: 0.00 | | | |
| | | | | project year(s) FY State: 0.00 | | | |
| 4. Non-federal and Non-state Share of Net Cost | | \$0.00 | | b. Carry Over 0.00 | | | |
| 5. Project Income (Used as Match) | | \$0.00 | | | | | |
| 6. Federal Share of Net Cost | | \$33,758.00 | | c. New Obligation | | | |
| 7. State Share of Net Cost | | \$0.00 | | Authority Herein FY Federal: \$33,758.00 | | | |
| | | | | Awarded | | | |
| <p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p> | | | | | | | |
| <p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee. | | | | | | | |
| Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director  | | | | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. _____ Date: _____ | | | |
| Signature: _____ Date: _____ | | | | Date: _____ Date: _____ | | | |

Approved as to form
Santa Fe County Attorney
By: 
Date: 7/10/14

7/15/14
KPA

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

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

Santa Fe County, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2014, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

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

Service:

Congregate Meals

Home Delivered Meals

Homemaker/Housekeeping

Adult Day Care

Respite

Transportation

Assisted Transportation

IIID Health Promotion Activities (Evidenced-Based)

Health Education/Training

Health Screening

Health Physical Fitness/Exercise

Chore Services

Case Management

Other Health Promotion Activities (Non IIID)

IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

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

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

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

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

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

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

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using

regular vehicular transportation. The “trip” includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor’s office staying with the older individual at the point of destination; and the reverse for a return trip.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unit Measurements

Congregate Meal:

One Meal

Home Delivered Meal:

One Meal

| | |
|----------------------------------|-----------------------------|
| Homemaker/Housekeeping | One Hour |
| Adult Day Care | One Hour |
| Respite Care (Includes III-E) | One Hour |
| Transportation | One, One-Way Trip |
| Assisted Transportation | One, One-Way Trip |
| Health Promotion (IIID/Non-IIID) | |
| Health Education/Training | One Hour |
| Health Screening | One Hour |
| Physical Fitness/Exercise | One Session per Participant |
| Chore | One Hour |
| Case Management | One Hour |
| III-E Access Assistance | One Contact |
| III-E Counseling | One Session per Participant |
| III-E Information Services | One Activity |
| III-E Supplemental Services | One Distribution Event |

Service Area: **Santa Fe County**

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

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$391,260**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$16,472** from Title III-B of the OAA;
2. **\$52,145** from Title III-C1 of the OAA;
3. **\$22,191** from Title III-C2 of the OAA;
4. **\$0** from Title III-D of the OAA;
5. **\$0** from Title III-E of the OAA; and
6. **\$300,452** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

| Service | Total Unit Cost (III,State,PI,Local) | Federal Title III & State Negotiated Unit Costs | Units of Service | Persons |
|---|---|--|---------------------|---------|
| Congregate Meals | \$8.34020 | \$4.66183 | 35500 | 900 |
| Home Delivered Meals | \$10.68177 | \$5.43618 | 38500 | 175 |
| Transportation | \$16.53388 | \$1.93788 | 8500 | 150 |
| Assisted Transportation | \$ | \$ | | |
| Case Management | \$ | \$ | | |
| Adult Day Care | \$ | \$ | | |
| Respite | \$ | \$ | | |
| Chore Services | \$ | \$ | | |
| Homemaker/Housekeeping | \$ | \$ | | |
| Health Education/Training | \$ | \$ | | |
| Physical Fitness/Exercise | \$ | \$ | | |
| Health Screening | \$ | \$ | | |
| Home Safety | \$ | \$ | | |
| Medication Management | \$ | \$ | | |
| NFCSP – Family Caregivers: Elderly | | | | |
| CG - Counseling | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Supplemental | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |
| CG - Information | \$ | \$ | | |
| NFCSP – Family Caregivers: Grandchildren | | | | |
| CG - Supplemental | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |

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

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

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

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

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

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

A. The Vendor agrees to:

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

- expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
 10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.

3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

- A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2014 through June 30, 2015. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

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

final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

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

G. *Equal Opportunity Compliance.*

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

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

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

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. **TERM.**

This Agreement shall begin on July 1, 2014 and terminate on June 30, 2015, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. **TERMINATION.**

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

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

property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

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

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

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

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

3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

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

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims

and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

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

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

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

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

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

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

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

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

VENDOR:
Santa Fe County Senior Services
ATTN: Greg Smith
P.O. Box 276
Santa Fe, NM 87504

|||||

28. INSURANCE.

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

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2014.

Santa Fe County

Legal Name of Vendor

NCNMEDD

Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Signature

Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director

Printed/Typed Name of Signatory

JUN 10 2014

Date

Date

Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: 7/1/14

[Signature]
7/1/14
KAM 8.7.14

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

| GRANTEE: Santa Fe County ADDRESS: PHONE: | | | | APPROVED BUDGET PERIOD FROM: 7/1/2014 TO: 6/30/2015 | | Grant/Action New/Cont: <input checked="" type="checkbox"/> X Revision: BAR: Other: | | NGA DATE 6.23.2014 |
|---|------------------------|---|------------|--|-----------------------------|---|------------|------------------------------|
| DESCRIPTION | | FEDERAL | STATE | LOCAL | Fundraising- Foundations | PROJ. INC. | TOTAL | |
| Title IIIB | Access | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| | In-Home | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Community All Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Subtotal | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| Title IIIC1 | Meal Costs | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| | Subtotal | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| Title IIIC2 | Meal Costs | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| | Sub Total | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| Title IIID | Health Promotion | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Title IIIE | Care Giver Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| DEMONSTRATION GRANT | | | | | | | | |
| ALZHEIMER | Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| ALL STATE OTHER | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| SUB TOTALS | Title IIIB | \$ 16,472 | \$ - | \$ 121,666 | \$ - | \$ 2,400 | \$ 140,538 | |
| | Title IIIC1 | \$ 52,145 | \$ 113,350 | \$ 102,982 | \$ - | \$ 27,600 | \$ 296,077 | |
| | Title IIIC2 | \$ 22,191 | \$ 187,102 | \$ 193,955 | \$ - | \$ 8,000 | \$ 411,248 | |
| | Title IIID | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Title IIIE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | Alzheimer Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| | All State Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| GRAND TOTAL | | \$ 90,808 | \$ 300,452 | \$ 418,603 | \$ - | \$ 38,000 | \$ 847,863 | |
| COMPUTATION OF GRANT | | 8. Federal/State Shares will be comprised of: a. Federal/State FY 20 ____ Federal grant unearned State in previous project year(s) | | | | | | |
| 1. Estimated Total Cost..... | \$ 847,863 | b. Carry Over FY 20 ____ Federal State | | | | | | |
| 2. LESS Anticipated Proj. Inc. | \$ 38,000 | | | | | | | |
| 3. Estimated Net Cost..... | \$ 809,863 | c. New Obligational FY- Federal Authority Herein Awarded State | | | | | | |
| 4. Non-federal and Non-state Share of Net Cost..... | | | | | | | | |
| 5. Proj. Inc. (Used as Match)..... | \$ 38,000 | \$ 90,808 | \$ 300,452 | \$ 90,808 | \$ 300,452 | | | |
| 6. Federal Share of Net Cost..... | \$ 90,808 | | | | | | | |
| 7. State Share of Net Cost.... | \$ 300,452 | | | | | | | |

NOTIFICATION OF GRANT AWARD

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

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

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

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

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

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

NCNMEDD, Non - Metro Area Agency on Aging

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

T. Armer JUN 10 2014

Signature:

Date:

Tim Armer, Executive Director

Signature:

Date:

Signature:

Date:

Approved as to form

Santa Fe County Attorney

By: *[Signature]*

Date: *7/10/14*

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT

This Agreement is made and entered into this 1st day of July 2014, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Santa Fe County, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

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

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

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed \$33,758 for eligible meals served during the period July 1, 2014 through June 30, 2015 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2015, unless terminated pursuant to paragraph 5, *infra*.

5. **Termination**

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

B. **Termination Management.** Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records.

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

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

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 Agency.

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2014 to June 30, 2015. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

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

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

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

10. **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **Product of Service; Copyright**

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

13. **Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

14. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, 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.

15. **Non-Discriminating Service Delivery**

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

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to

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

16. **Confidentiality**

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

17. **Amendment**

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

18. **Penalties for Violation of Law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 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.

19. **Scope of Agreement**

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

20. **Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

21. **Internal Dispute Mediation**

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

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall

- include a statement of the matter in controversy.
- 3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
- 4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
- 5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
- 6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

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. **Notices**

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

Agency:

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

Contractor:

Santa Fe County Senior Services
ATTN: Greg Smith
P.O. Box 276
Santa Fe, NM 87504

|||||

25. **Other Provisions**

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. **Indemnification**

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

27. Authority

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.

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2014.

Santa Fe County

Legal Name of Vendor/Contractor

NCNMEDD

Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Signature

Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director

Printed/Typed Name of Signatory

Date

Date

JUN 10 2014


Approved as to form
Santa Fe County Attorney

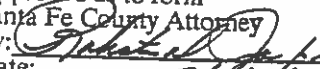
By:

Date:

[Signature]
7/15/14
KB 8.7.14

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

| | | | | | | | |
|--|-------------|-------------------------------------|---------------|---|-------------------|-------------|--|
| GRANTEE: Santa Fe County ADDRESS: | | APPROVED BUDGET FOR THE PERIOD | | Type of Grant or Action | | NGA DATE | |
| PHONE: | | FROM: 07/01/2014 TO: 06/30/2015 | | New/Cont: X Revision: Other: | | 5.28.2014 | |
| Indirect Cost % of \$ | | Fund: 210 Title of Project: NSIP | | CFDA # 93.053 | | | |
| DESCRIPTION | FEDERAL | STATE | LOCAL CASH | LOCAL IN-KIND | PROJECT INCOME | TOTAL | |
| Personnel Services | \$0.00 | \$0.00 | | | | \$0.00 | |
| Fringe Benefits | 0.00 | 0.00 | | | | 0.00 | |
| Travel | 0.00 | 0.00 | | | | 0.00 | |
| Maintenance & Repair | 0.00 | 0.00 | | | | 0.00 | |
| Supplies (Raw Food) | 33,758.00 | 0.00 | | | | 33,758.00 | |
| Contractual Services | 0.00 | 0.00 | | | | 0.00 | |
| Other Operating Costs | 0.00 | 0.00 | | | | 0.00 | |
| Capital Outlay | 0.00 | 0.00 | | | | 0.00 | |
| Subtotal | \$33,758.00 | \$0.00 | | | | \$33,758.00 | |
| PERCENT OF TOTAL COST | 100% | 0% | 0% | 0% | 0% | 100% | |
| COMPUTATION OF GRANT | | | | | | | |
| 1. Estimated Total Cost | | \$33,758.00 | | B. Federal/State Shares will be Comprised of: | | | |
| 2. LESS Anticipated Project Income | | \$0.00 | | a. Federal/State grant | | | |
| 3. Estimated Net Cost | | \$33,758.00 | | unearned in previous FY Federal: 0.00 | | | |
| | | | | project year(s) FY State: 0.00 | | | |
| 4. Non-federal and Non-state Share of Net Cost | | \$0.00 | | b. Carry Over 0.00 | | | |
| 5. Project Income (Used as Match) | | \$0.00 | | | | | |
| 6. Federal Share of Net Cost | | \$33,758.00 | | c. New Obligational | | | |
| 7. State Share of Net Cost | | \$0.00 | | Authority Herein FY Federal: \$33,758.00 | | | |
| | | | | Awarded | | | |
| <p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p> | | | | | | | |
| <p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee. | | | | | | | |
| Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director | | | | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. | | | |
|  JUN 10 2014 | | | | Date: | | | |
| | | | | Date: | | | |
| Signature: | | | | Date: | | | |

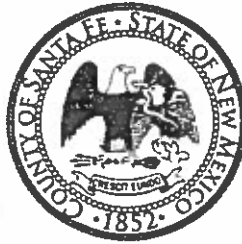
Approved as to form
Santa Fe County Attorney
By: 
Date: 7/15/14



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
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

From: Rachel O'Connor, Community Services Department Director

Via: Katherine Miller, County Manager *KW*

Date: August 12, 2014

Re: Approval of County Health Care Assistance Claims in the Amount of \$23,179.04
(Community Services Department/Rachel O'Connor)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$23,179.04.

BACKGROUND:

The BCC has approved FY 2015 funding for the County Health Care Assistance Fund, to fund community-based providers, including ambulance providers. The Health Care Assistance Program has processed claims this month in the amount of \$23,179.04, as indicated on the Presentation of Claims document. This represents \$6,657.04 for FY2014 dates of service and \$16,522.00 for dates of service in the current fiscal year.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$23,179.04.

08/26/14

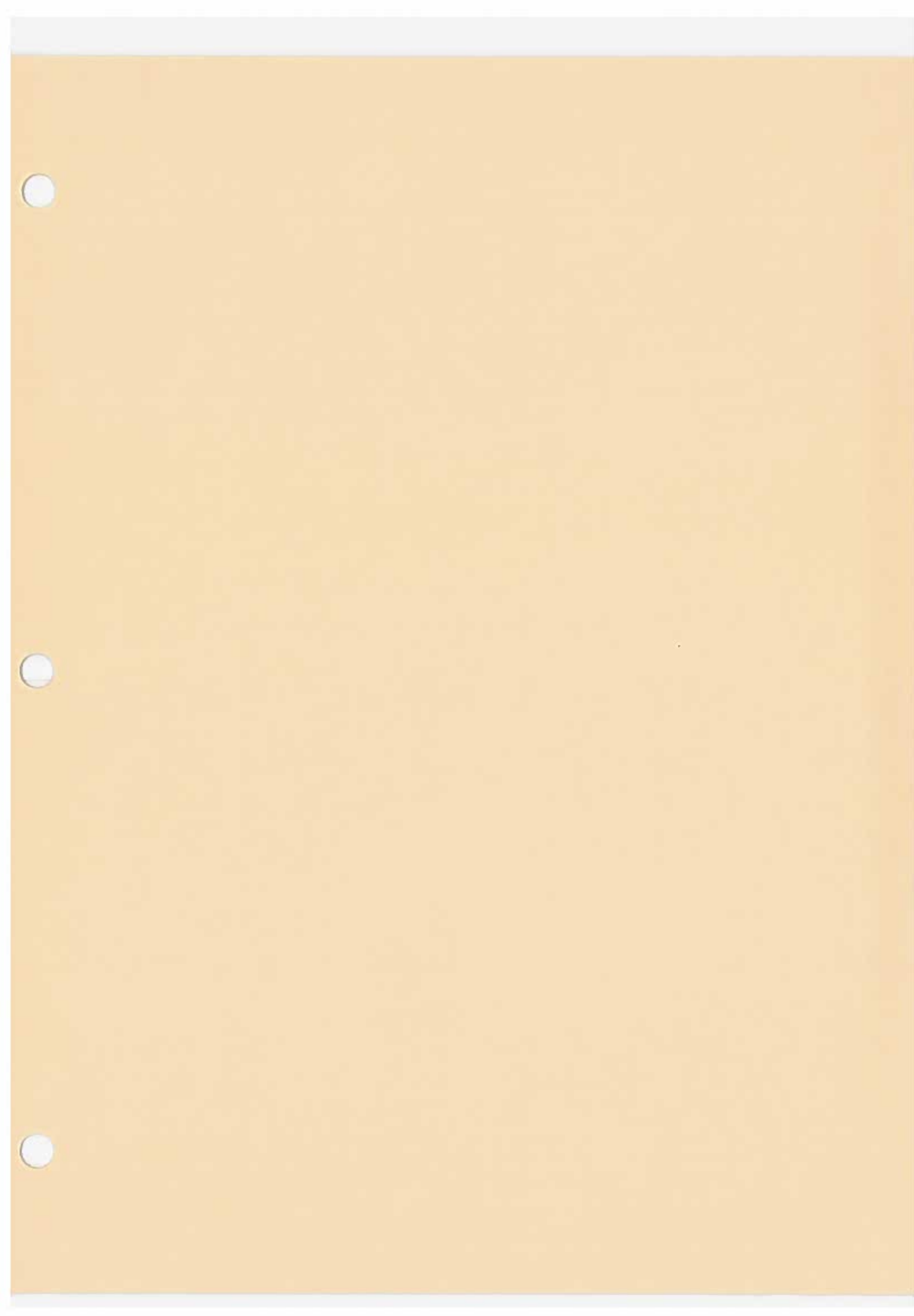
Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
26-Aug-14

| | <u># Claims</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| COMMUNITY-BASED PROVIDERS | | |
| La Familia Medical Center | 109 | \$21,858.00 |
| Southwest Care Center/Women's Health | 2 | \$199.00 |
| Ortiz Mountain Health Center, Cerrillos | | |
| El Centro of Northern New Mexico | | |
| First Choice Community Health, Edgewood | | |
| Pecos Valley Medical Center, Pecos | | |
| Santa Fe Recovery Center | 1 | \$55.00 |
| Life Link | 2 | \$128.00 |
| Hoy Recovery Program, Espanola | | |
| Millennium Treatment Services | | |
| City of Santa Fe Ambulance Services | | |
| Santa Fe County Fire Department | 1 | \$939.04 |
| Espanola Hospital Ambulance | | |
| Total | 115 | \$23,179.04 |

26-Aug-14

**Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2015**

| Provider Name | FY 15 Allocated Funding | Claims from FY14 Approved Through July 24, 2014 | Claims from FY14 Presented August 26, 2014 | Claims from FY15 Presented August 26, 2014 | FY 15 Remaining Balance | % Remaining |
|--|-------------------------|---|--|--|-------------------------|-------------|
| Primary Care Providers | | | | | | |
| La Familia Medical Center | 425,000.00 | 13,222.00 | 5,464.00 | 16,394.00 | 389,920.00 | 92% |
| SW Care/Women's Health Services | 40,000.00 | 985.71 | 199.00 | | 38,815.29 | 97% |
| PMS: Hope Medical Center & Ortiz Mountain Health | 7,000.00 | | | | 7,000.00 | 100% |
| EI Centro of Northern of NM | 7,000.00 | | | | 7,000.00 | 100% |
| First Choice Healthcare | 500.00 | | | | 500.00 | 100% |
| Pecos Valley Medical Center | 500.00 | | | | 500.00 | 100% |
| Total Primary Care Providers | 480,000.00 | 14,207.71 | 5,663.00 | 16,394.00 | 443,735.29 | 92% |
| Substance Abuse Treatment Providers | | | | | | |
| Santa Fe Recovery Center | 191,000.00 | 7,110.00 | 55.00 | | 183,835.00 | 96% |
| Life Link | 43,000.00 | 745.00 | | 64.00 | 42,191.00 | 98% |
| Hoy Recovery Program | 6,000.00 | | | | 6,000.00 | 100% |
| Millennium Treatment Services | 1,000.00 | | | | 1,000.00 | 100% |
| <i>Set-aside for third-party assessment for need for residential treatment</i> | 9,000.00 | | | | 9,000.00 | 100% |
| Total Substance Abuse Treatment Providers | 250,000.00 | 7,855.00 | 55.00 | 64.00 | 242,026.00 | 97% |
| Mental Health Providers | | | | | | |
| Life Link | 50,000.00 | 64.00 | | 64.00 | 49,872.00 | 100% |
| PMS PACT Team | 25,000.00 | | | | 25,000.00 | 100% |
| Total Mental Health Providers | 75,000.00 | 64.00 | | 64.00 | 74,872.00 | 100% |
| Ambulance Providers | | | | | | |
| City of Santa Fe Ambulance Services | 21,000.00 | | | | 21,000.00 | 100% |
| Santa Fe County Fire Department | 21,000.00 | | 939.04 | | 20,060.96 | 96% |
| Espanola Hospital Ambulance | 3,000.00 | | | | 3,000.00 | 100% |
| Total Ambulance Providers | 45,000.00 | | 939.04 | | 44,060.96 | 98% |
| Contingency | 25,000.00 | | | | 25,000.00 | 100% |
| Total Health Care Assistance Provider Claims | 875,000.00 | 22,726.71 | 6,657.04 | 16,522.00 | 829,094.25 | 95% |
| UNM Health Sciences Center (FY 2014 Funding) | | | | | | |
| Cremations (Under Separate Cover) | 25,000.00 | 600.00 | | 2,400.00 | 22,000.00 | 88% |
| Grand Total | 900,000.00 | 33,950.62 | 6,657.04 | 18,922.00 | 840,471.00 | 93% |



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 15, 2014

TO: Board of County Commissioners

FROM: Julia Valdez, Constituent Services Liaison, Manager's Office

VIA: Katherine Miller, County Manager 

ITEM AND ISSUE:

This is a Resolution naming the new Community Center in Eldorado the Max Coll Corridor Community Center (Commissioner Stefanics and Commissioner Kathy Holian)

BACKGROUND

The purpose of naming the new community center is to acknowledge the Honorable Max Coll's achievements and stature as well as his commitment to and support of seniors, the community and the Highway 285 Corridor.

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

RESOLUTION No. 2014-__

**A RESOLUTION NAMING THE NEW COMMUNITY CENTER
LOCATED AT 16B AVENIDA TORREON IN ELDORADO
IN HONOR OF FORMER NEW MEXICO STATE
REPRESENTATIVE MAX COLL**

WHEREAS, the late Honorable Max Coll was a great supporter of the Highway 285-Corridor;

WHEREAS, Mr. Coll's commitment to the community was unwavering in his support;

WHEREAS, Mr. Coll pledged support to projects related to recreation and housing improvements;

WHEREAS, Mr. Coll was committed to the elderly and seniors causes, which was profoundly reflected in his support of the Ken and Patty Adam Senior Center, also located in Eldorado;

WHEREAS, the new community center adjoins the Ken and Patty Adam Senior Center; and

WHEREAS, the purpose of naming the new community center is to acknowledge the Honorable Max Coll's achievements and stature as well as his commitment to and support of seniors, the community and the Highway 285 Corridor.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY HEREBY RESOLVES AND PROCLAIMS AS FOLLOWS:

The new community center located at 16B Avenida Torreon in Eldorado that adjoins the Ken and Patty Adam Senior Center shall hereafter be named the Max Coll Corridor Community Center.

PASSED, APPROVED AND ADOPTED on this 26th Day of August 2014.

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

By:

Daniel W. Mayfield, Chair

Attest:

Geraldine Salazar, Santa Fe County Clerk

Approved as to form:

Willie R. Brown

for: Gregory S. Shaffer, County Attorney

