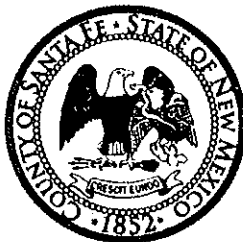


Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: August 9, 2011

To: Board of County Commissioners

From: Joseph Gutierrez, Director, Community Services Department

Re: **Request Approval Of An Easement Agreement Between Santa Fe County And The Public Service Company Of New Mexico (PNM) To Provide For Electrical Service To The New First Judicial Courthouse Facility**

Background:

Santa Fe County has initiated the construction of the new First Judicial District Courthouse facility in Santa Fe. One aspect of the project will require modification to existing electrical services for the project.

Specifically, the project will require that the County grant easements to the Public Service Company of New Mexico (PNM) to allow for the underground installation of electrical power lines on County property adjacent to Montezuma Avenue and for a service area to place a new transformer in order to provide new electrical service connections to the new facilities.

The project team has coordinated with the PNM to finalize the easement documents to implement the necessary changes in utility service as described above. The grant of the easements does not represent a financial cost to the project..

Action Requested:

Staff requests approval to an easement agreement between Santa Fe County and the Public Service Company of New Mexico (PNM) to provide for electrical service to the new First Judicial Courthouse project.

PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)

THIS EASEMENT made this _____ day of _____, 20 11 by and between

Santa Fe County, New Mexico

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and their successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and facilities for fiber optics and other communication purposes.

PNM ROWT Number 19566 - 1

An easement within a certain parcel of land adjacent to the easterly right of way line of Sandoval Street within projected Sec. 24, T. 17N., R. 9 E., N.M.P.M. and more particularly shown and described on the attached EXHIBITS A and B.

See attached EXHIBIT "A", Detail "A" for survey drawing of PNM Utility Easement
See attached EXHIBIT "B" for Legal Description of PNM Utility Easement

To the best of Grantor's knowledge, Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electric Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 20 11

SEAL)

(SEAL)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20 _____.

By _____

My commission expires:

(Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on

_____, 20 _____.

By _____ (Name of Officer) _____ (Title of Officer)

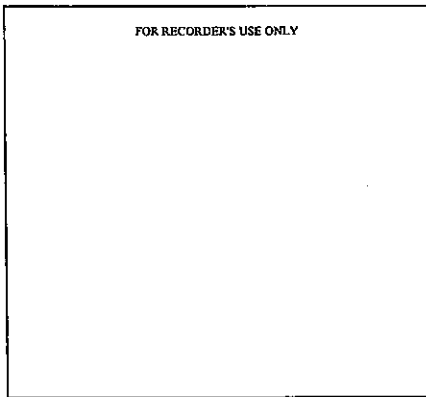
of _____ (Corporation Acknowledgment)

a _____ Corporation on behalf of said corporation.

My Commission Expires:

(Seal)

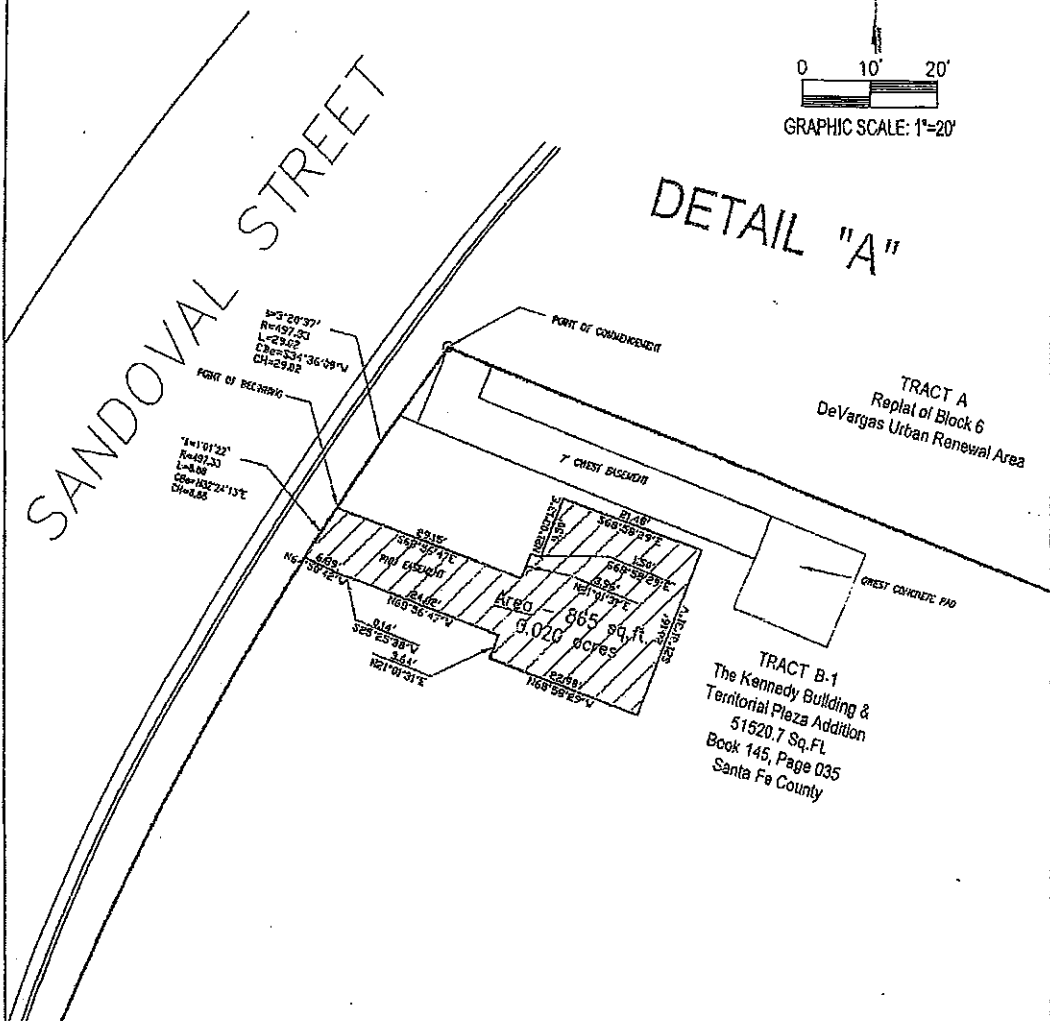
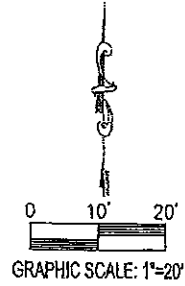
Notary Public



PNM REFERENCE NUMBER

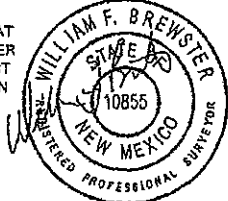


SANTA FE COUNTY, NEW MEXICO
SEC-24 T-17-N, R-9-E



SURVEYOR'S STATEMENT
I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: William F. Brewster 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10855



Plat Information: Bk. 145/ Pg. 035		Client: NCA Architects		Sq. Feet: 865	Acres: 0.020
PNM UTILITY EASEMENT SANTA FE JUDICIAL CENTER EASEMENTS T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO					THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED. Drawn: <u>LDL</u> Checked: <u>WFB</u> Approved: <u>WFB</u>
Res. Date	Description	By	Client: John Layman	Town: SANTA FE GRANT	Date: May 19, 2011
			SMA Engineering Developmental Surveying		Scale: 1" = 20'
			SOUDER, MILLER & ASSOCIATES 3451 CANDELARIA ROAD, SUITE D ALBUQUERQUE, NM 87107 Phone (505) 256-7761 Toll-Free (877) 272-8942 Fax (505) 256-7605 www.soudermiller.com Serving the Southwest & Rocky Mountains Albuquerque, Torrance, Las Cruces, Roswell, Santa Fe, NM & El Paso, TX © Copyright 2007 Souder, Miller & Associates, All Rights Reserved.		Project No: 2420549
					Figure 1

2. SANTA FE COUNTY HAS REVIEWED AND APPROVED THIS PLAT UNDER THE PROVISIONS OF THE NEW MEXICO SUBDIVISION ACT, SECTION 14-2-1.

EXHIBIT A #19566-1

SANTA FE COUNTY, NEW MEXICO
SEC-24 T-17-N, R-9-E

LEGAL DESCRIPTION - PNM UTILITY EASEMENT

A CERTAIN PARCEL OF LAND TO BE USED AS AN UTILITY EASEMENT BEING LOCATED ADJACENT TO THE EASTERLY RIGHT-OF-WAY LINE OF SANDOVAL STREET AND LYING WITHIN TRACT B-1, THE KENNEDY BUILDING & TERRITORIAL PLAZA ADDITION, PROJECTED SECTION 24, TOWNSHIP 17 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF SANTA FE GRANT, SANTA FE COUNTY, NEW MEXICO, THE SAME AS FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 145 AT PAGE 035 AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHWEST CORNER OF SAID TRACT B-1, LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SANDOVAL STREET AND BEING A 5/8" REBAR WITH CAP STAMPED, PS#10855:

THENCE, SOUTHWESTERLY ALONG AN ARC OF CURVE OF SAID EASTERLY RIGHT-OF-WAY LINE OF SANDOVAL STREET HAVING A CENTRAL ANGLE OF 3°20'37", A RADIUS OF 497.33 FEET, A LENGTH OF 29.02 FEET AND WHICH CHORD BEARS S34°36'09"W 29.02 FEET TO THE POINT OF BEGINNING;

THENCE, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE FOLLOWING 11 COURSES:

- 1) S68°56'47"E, 29.15 FEET; 2) N21°01'31"E, 3.96 FEET; 3) S68°58'29"E, 1.50 FEET;
- 4) N21°03'13"E, 9.50 FEET; 5) S68°58'29"E, 21.48 FEET; 6) S21°01'31"W, 26.16 FEET;
- 7) N68°58'29"W, 22.98 FEET; 8) N21°01'31"E, 3.64 FEET; 9) N68°56'47"W, 24.02 FEET;
- 10) S25°25'38"W, 0.14 FEET; 11) N64°50'42"W, 6.89 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTHERLY ALONG AN ARC OF SAID EASTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 1°01'22", A RADIUS OF 497.33 FEET, A LENGTH OF 8.88 FEET AND WHICH CHORD BEARS N32°24'13"E, 8.88 FEET TO THE POINT OF BEGINNING;

THE AREA OF SAID UTILITY EASEMENT IS 865 S.F. OR 0.020 AC. MORE OR LESS.

SURVEYOR'S STATEMENT

I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: William F. Brewster 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10855



Plat Information Bk. 145 / Pg. 035	Client NCA Architects	Square Feet 865	Acres 0.020		
PNM UTILITY EASEMENT SANTA FE JUDICIAL CENTER EASEMENTS T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO			THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED		
Rev. Date	Description	By	Checked	Approved	
		John Layman	WFB	WFB	
		SOUDER, MILLER & ASSOCIATES 2151 CANTOBLARIA ROAD NE, SUITE D ALBUQUERQUE, NM 87109 Phone (505) 256-7144 Fax (505) 256-7941		Date:	May 12, 2011
		Serving the Southwestern Rocky Mountains 2111 George A. Fairley, Jr. Loop, Suite 100, Santa Fe, NM 87505		Scale:	1" = 20'
				Project No:	2420549
				Figure	2

EXHIBIT B

#19566-1

PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)

THIS EASEMENT made this _____ day of _____, 20 11 by and between

Santa Fe County, New Mexico

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and their successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and facilities for fiber optics and other communication purposes. Such facilities may include (but are not limited to) lines, cables, poles, guy wires, anchors, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein, and with the right to utilize the easement to extend services to customers of Grantee, and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in _____ Santa Fe _____ County, New Mexico, and is more particularly described as follows, to wit:

PNM ROWT Number 19566 - 2

An easement ten (10) feet in width within a certain parcel of land adjacent to the northerly right of way line of Montezuma Avenue within projected Sec. 24, T. 17N., R. 9 E., N.M.P.M. and more particularly shown and described on the attached EXHIBITS A and B.

See attached EXHIBIT "A", for survey drawing of 10 foot Utility Easement
See attached EXHIBIT "B" for Legal Description of Utility Easement

To the best of Grantor's knowledge, Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electric Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 20 11

_____(SEAL) _____(SEAL)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20 _____.

By _____

My commission expires:

(Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on

_____, 20 _____.

By _____
(Name of Officer) (Title of Officer)

of _____
(Corporation Acknowledgment)

a _____ Corporation on behalf of said corporation.

My Commission Expires:

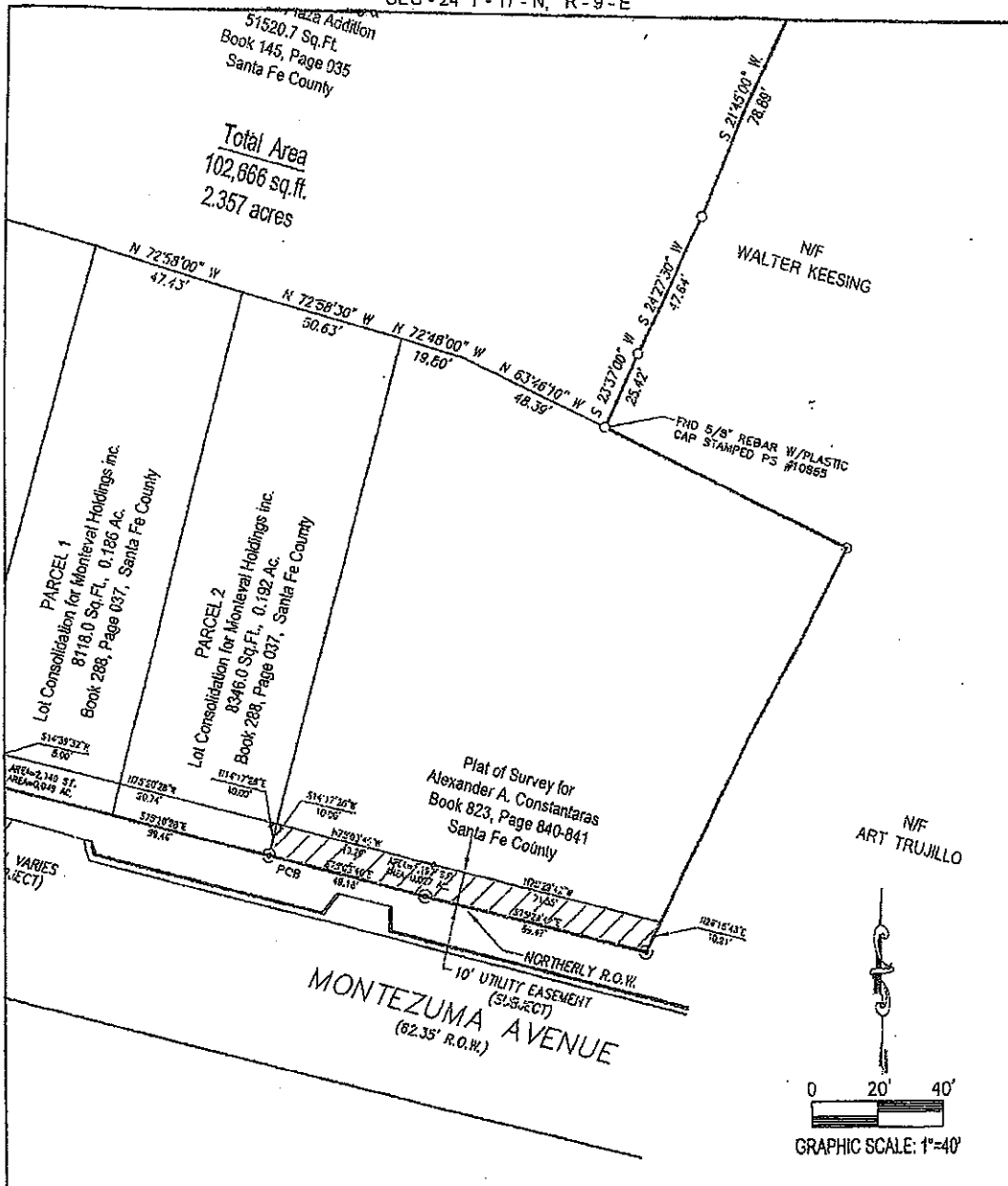
(Seal)

Notary Public

FOR RECORDER'S USE ONLY

PNM REFERENCE NUMBER _____

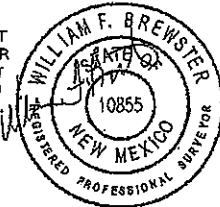
SANTA FE COUNTY, NEW MEXICO
SEC - 24 T - 17 - N, R - 9 - E



SURVEYOR'S STATEMENT

I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: *William F. Brewster* 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10855



Plat Information: Bk. 823 / Pg. 840-841		Client: NCA Architects	Square Feet: 1,197	Acres: 0.027
<p align="center">10 FOOT UTILITY EASEMENT SANTA FE JUDICIAL CENTER EASEMENTS</p> <p align="center">T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO</p>				<p>THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED</p> <p>Drawn: <i>LDL</i> Checked: <i>WFB</i> Approved: <i>WFB</i></p>
Rec. Date:	Description:	By:	Client: John Laymen	Town: SANTA FE GRANT
<p align="center">ASMA</p> <p align="center">Engineering Environmental Surveying</p>		<p align="center">SOUDER, MILLER & ASSOCIATES 3451 CANDELARIA ROAD NE, SUITE D ALBUQUERQUE, NM 87107 Phone: (505) 235-7254 Toll-Free: (877) 237-4542 Fax: (505) 235-7167 www.soudermiller.com</p> <p align="center">Serving the Southwest & Rocky Mountains Offices: • Farmington • Las Cruces • Roswell • Santa Fe, NM • El Paso, TX • Grand Prairie • San Antonio • Houston • Dallas • Austin • Fort Worth</p>		
Date: May 19, 2011				Scale: 1" = 40'
Project No: 2420549				Figure 1

EXHIBIT A

#19566-2

SANTA FE COUNTY, NEW MEXICO
SEC-24 T-17-N, R-9-E

LEGAL DESCRIPTION - UTILITY EASEMENT

A CERTAIN PARCEL OF LAND, TEN (10) FEET IN WIDTH, TO BE USED AS AN UTILITY EASEMENT BEING LOCATED ADJACENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF MONTEZUMA AVENUE AND LYING WITHIN THE PLAT OF SURVEY FOR ALEXANDER A. CONSTANTARAS, PROJECTED SECTION 24, TOWNSHIP 17 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF SANTA FE GRANT, SANTA FE COUNTY, NEW MEXICO, THE SAME AS FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 823 AT PAGES 840-841; SAID EASEMENT BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF SAID PLAT OF SURVEY, LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MONTEZUMA AVENUE;

THENCE, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF MONTEZUMA AVENUE THE FOLLOWING TWO (2) COURSES:

S75°03'46"E, 49.18 FEET;

S75°29'42"E, 69.47 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY LINE OF SAID PLAT OF SURVEY FOR ALEXANDER A. CONSTANTARAS;

THENCE, DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY LINE N26°16'43"E, 10.21 FEET;

THENCE, DEPARTING SAID EASTERLY BOUNDARY LINE AND PARALLEL WITH THE SAID NORTHERLY RIGHT-OF-WAY, N75°29'42"W, 71.55 FEET TO AN ANGLE POINT;

THENCE, N75°03'46"W, 49.29 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF SAID PLAT OF LAND BEING 10 FEET NORTH OF SAID RIGHT-OF-WAY;

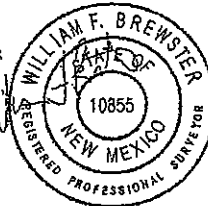
THENCE, DEPARTING SAID PARALLEL LINE, S14°17'26"W, 10.00 FEET TO THE POINT OF BEGINNING OF SAID UTILITY EASEMENT;

THE AREA OF SAID UTILITY EASEMENT IS 1,197 S.F. OR 0.027 AC. MORE OR LESS.

SURVEYOR'S STATEMENT

I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: William F. Brewster 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10855



Plat Information: Bk 823 / Pg. 840-841		Client: NCA Architects		Square Feet: 1,197	Acre: 0.027		
10 FOOT UTILITY EASEMENT SANTA FE JUDICIAL CENTER EASEMENTS T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO					THIS DRAWING IS INCOMPLETE / NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED		
Drawn: LDL	Checked: WFB	Approved: WFB	Date: May 19, 2011				
Prep. Date:	Description:	By:	Chkd:	Client:	John Layman	Town:	SANTA FE GRANT
				SOUDER, MILLER & ASSOCIATES 2451 CANDELARIA ROAD NE, SUITE D ALBUQUERQUE, NM 87107 Phone (505) 241-2264 Toll Free (877) 392-6143 Fax (505) 251-6100 www.soudermiller.com Serving the Southwestern & Rocky Mountain Albuquerque, Farmington, Las Cruces, Roswell, Santa Fe, TDI - El Paso, TX © 2005-2011 SMA, Inc. All rights reserved. All forms reserved.			
Scale: 1" = 40'					Project No: 2420549		
Figure 2							

NO. SANTA FE COUNTY PLAT 10855, 2011, 5-18-11, 10' - PLAT 10855, 2011, 5-18-11, 10'

EXHIBIT B

19566-2

PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)

THIS EASEMENT made this _____ day of _____, 20 11 by and between

Santa Fe County, New Mexico

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and their successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and facilities for fiber optics and other communication purposes. Such facilities may include (but are not limited to) lines, cables, poles, guy wires, anchors, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein, and with the right to utilize the easement to extend services to customers of Grantee, and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in Santa Fe County, New Mexico, and is more particularly described as follows, to wit:

PNM ROWT Number 19566 - 3

An easement varying in width within a certain parcel of land adjacent to the northerly right of way line of Montezuma Avenue within projected Sec. 24, T. 17N., R. 9 E., N.M.P.M. and more particularly shown and described on the attached EXHIBITS A and B.

See attached EXHIBIT "A", for survey drawing of Utility Easement, Width Varies
See attached EXHIBIT "B" for Legal Description of Utility Easement

To the best of Grantor's knowledge, Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electric Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS _____ hand and seal this _____ day of _____, 20 11

_____(SEAL) _____(SEAL)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20 _____.

By _____

My commission expires:

(Seal)

FOR RECORDER'S USE ONLY

Notary Public
ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on

_____, 20 _____.

By _____
(Name of Officer) (Title of Officer)

of _____
(Corporation Acknowledgment)

a _____ Corporation on behalf of said corporation.

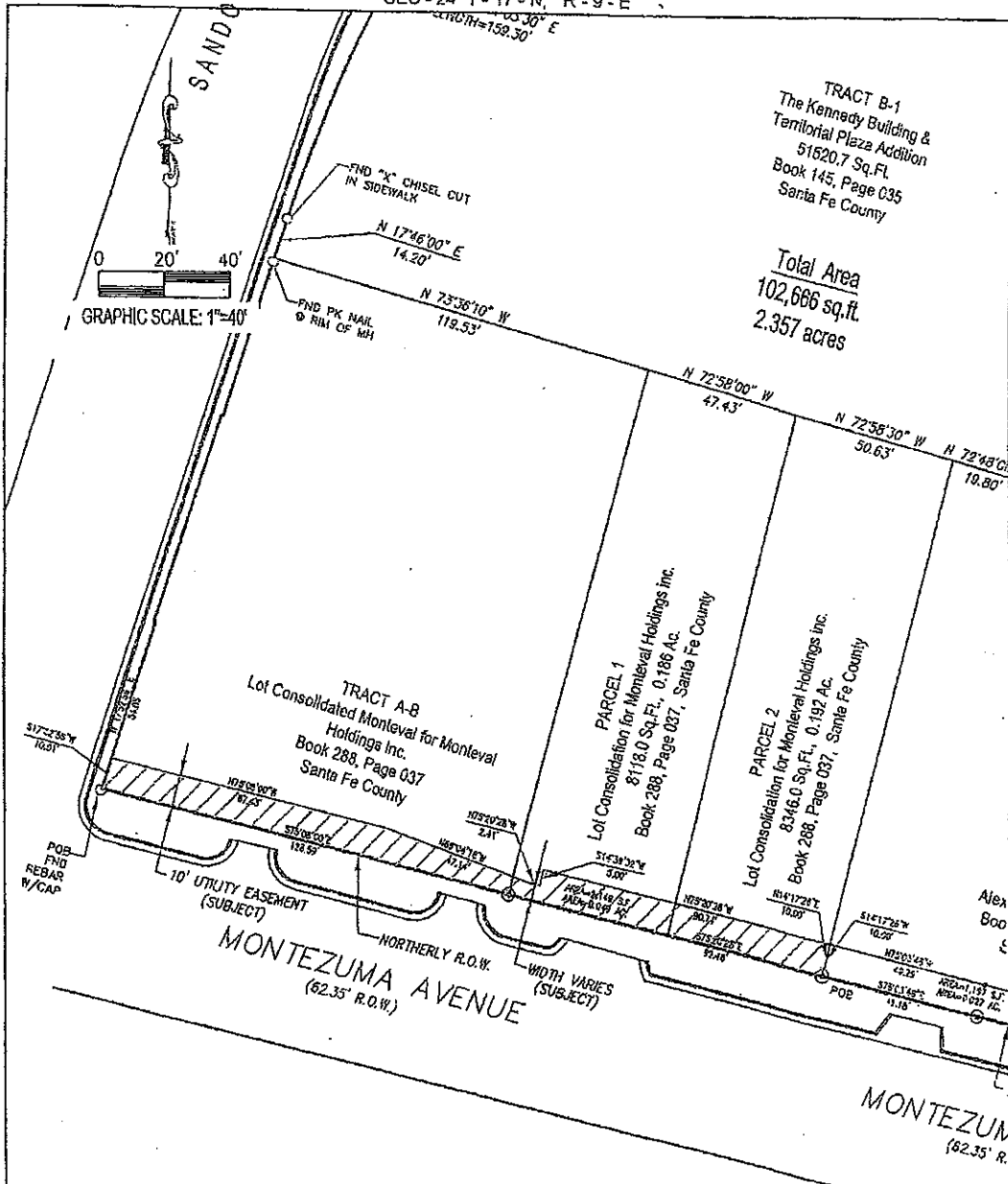
My Commission Expires:

(Seal)

Notary Public

PNM
REFERENCE
NUMBER

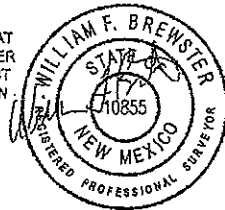
SANTA FE COUNTY, NEW MEXICO
SEC-24 T-17-N, R-9-E



SURVEYOR'S STATEMENT

I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: *William F. Brewster* 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10855



Plan Information: Bk. 228 / Pg. 037		Client: NCA Architects	Square Feet: 2,149	Acres: 0.049
UTILITY EASEMENT WIDTH VARIES SANTA FE JUDICIAL CENTER EASEMENTS T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO				
Rev. Date	Description	By	Client: John Layman	Town: SANTA FE GRANT
			SOUDER, MILLER & ASSOCIATES 3451 CANDLEBARIA ROAD NE, SUITE D ALBUQUERQUE, NM 87107 Phone (505) 255-7242 Toll-Free (877) 289-2742 Fax (505) 255-7242 www.smaonline.com Serving the Southwest & Rocky Mountain Areas of Texas, Colorado, New Mexico, Utah, Arizona, Nevada, Idaho, Wyoming, Montana, and Alaska.	
			Date:	May 19, 2011
			Scale:	1" = 40'
			Project No.:	2420549
			Figure:	1

EXHIBIT A #19566-3

SANTA FE COUNTY, NEW MEXICO
SEC-24 T-17-N, R-9-E

LEGAL DESCRIPTION - UTILITY EASEMENT

A CERTAIN PARCEL OF LAND, VARYING IN WIDTH, TO BE USED AS AN UTILITY EASEMENT BEING LOCATED ADJACENT TO THE NORTHERLY RIGHT-OF-WAY LINE OF MONTEZUMA AVENUE AND LYING WITHIN TRACT A-B, PARCEL 1, AND PARCEL 2, MONTEVAL HOLDINGS INC. PROJECTED SECTION 24, TOWNSHIP 17 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF SANTA FE GRANT, SANTA FE COUNTY, NEW MEXICO, THE SAME AS FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 288 AT PAGE 037; SAID EASEMENT BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF SAID TRACT A-B, LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MONTEZUMA AVENUE AND BEING A 5/8" REBAR WITH CAP STAMPED PS#10855:

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MONTEZUMA AVENUE THE FOLLOWING TWO (2) COURSES:
S75°08'00"E, 128.59 FEET;
S75°20'28"E, 99.46 FEET; TO A POINT LYING ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL 2;
THENCE, DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY LINE N14°17'26"E, 10.00 FEET;
THENCE, DEPARTING SAID EASTERLY BOUNDARY LINE AND PARALLEL WITH THE SAID NORTHERLY RIGHT-OF-WAY, N75°20'28"W, 90.74 FEET TO AN ANGLE POINT;
THENCE, PERPENDICULAR TO SAID RIGHT-OF-WAY, S14°39'32"W, 5.00 FEET TO AN ANGLE POINT;
THENCE, PARALLEL WITH SAID RIGHT-OF-WAY, N75°20'28"W, 2.41 FEET TO AN ANGLE POINT;
THENCE, N69°04'18"W, 47.14 FEET TO A POINT LYING 10 FEET NORTH OF SAID RIGHT-OF-WAY;
THENCE, PARALLEL WITH SAID RIGHT-OF-WAY, N75°08'00"W, 87.43 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID TRACT A-B ALSO BEING THE EASTERLY RIGHT-OF-WAY OF SANDOVAL STREET;
THENCE, S17°52'45"W, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF SANDOVAL STREET, 10.01 FEET TO THE POINT OF BEGINNING OF SAID UTILITY EASEMENT;

THE AREA OF SAID UTILITY EASEMENT IS 2,149 S.F. OR 0.049 AC. MORE OR LESS.

SURVEYOR'S STATEMENT

I, WILLIAM F. BREWSTER, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS EASEMENT PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BY: William F. Brewster 5-18-11
WILLIAM F. BREWSTER DATE
NM REG. P.S. #10856



Plan Information: Bk. 823 / Pg. 840-841		Client: NCA Architects	Scale Feet: 2,149	Acres: 0.049	-	-	
UTILITY EASEMENT WIDTH VARIES SANTA FE JUDICIAL CENTER EASEMENTS T-17-N, R-9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO					THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED		
Drawn: LDL	Checked: WFB	Approved: WFB	Date: May 19, 2011	Scale: 1" = 40'			
Rev. / Date	Description	By / Ck'd	Client: John Layman	Town: SANTA FE GRANT	Project No: 2420549		
			SOUDER, MILLER & ASSOCIATES 3451 CANDELA 23A ROAD NE, SUITE D ALBUQUERQUE, NM 87107 Phone: (505) 754-7264 Toll-Free: (877) 359-0542 Fax: (505) 754-3600 www.soudermiller.com Serving the Southwest & Rocky Mountain A/E/C/F/DM/EP/ES/GE/HA/LS/PL/SL/ST/TA/VE/WM/XX 10000 20th Street, NW, Suite 200, Albuquerque, NM 87114			Figure 2	

EXHIBIT B #19566-3

Memorandum

To : Santa Fe Board of County Commissioners

From : James "Ron" Pacheco
Steve Shepherd
SF County Health & Human Services Division

Date : August 3, 2011

Subject : Resolution #2011-_____ to approve a Vendor Agreement between Santa Fe County and the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for reimbursement of senior congregate and home-delivered meals.

Issue:

Santa Fe County wishes to enter into an agreement with the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (AAA) for reimbursement of senior congregate and home-delivered meals. The county began operating all six (6) of the county centers on July 1, 2011.

Background:

Santa Fe County has had a Vendor Agreements with the AAA for meals and transportation delivered to Eldorado Area residents at the Ken and Patty Adam Center. That agreement provided for up to \$ 83,877 of state and federal funding in FY-2011.

Santa Fe County has received a new agreement for FY-2012 that includes all six (6) county senior centers. The amount of the agreement is \$ 338,507, and will reimburse the county for congregate and home-delivered meals.

Recommendation:

Staff recommends that the Santa Fe Board of County Commissioners approve the Vendor Agreement between Santa Fe County and North Central New Mexico Economic Development District Non-Metro Area Agency on Aging.

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

Santa Fe County, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2011, 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 the following service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application, 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
- 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 – 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.

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 (IID/Non-IID)	One Contact/One Hour (Home Safety)
Chore	One Hour
Case Management	One Hour
III-E Access Assistance	One Contact
III-E Counseling	One Session
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 \$338,507. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$0 from Title III-B of the OAA;
2. \$49,754 from Title III-C1 of the OAA;
3. \$21,411 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. \$267,342 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	\$7.49636	\$5.00783	29904	1176
Home Delivered Meals	\$10.42848	\$6.23420	30277	148
Transportation	\$	\$		
Assisted Transportation	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Health Promotion	\$	\$		
Homemaker/Housekeeping	\$	\$		
Case 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.

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 (ALTSD) 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. 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.
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES.**

- A. *Americans with Disabilities Act of 1990* –
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2011 through June 30, 2012. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:
1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
 2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such

- audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
 4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
 5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
 6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

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

compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

- H. *Compliance with Aging and Long-Term Services Department Functions.*
The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.
- I. *Non-Discrimination Service Delivery.*
The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2011 and terminate on June 30, 2012, 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 ALTSD mediating the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:

NCNMEDD
Attn: Nancy Arias
PO Box 5115
Santa Fe, NM 87502

VENDOR:

Katherine Miller & Joseph Gutierrez
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276

28. INSURANCE.

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

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

GRANTEE: Santa Fe County		APPROVED BUDGET PERIOD FROM: 7/1/2011 TO: 6/30/2012				Grant/Action		NGA DATE 6.30.11
ADDRESS:						New/Cont: <input checked="" type="checkbox"/>	Revision: <input type="checkbox"/>	
PHONE:								
DESCRIPTION		FEDERAL	STATE	LOCAL		PROJ. INC.	TOTAL	
Title IIIB	Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIC1	Meal Costs	\$ 49,754	\$ 100,000	\$ 63,167	\$ -	\$ 11,250	\$ 224,171	
	Subtotal	\$ 49,754	\$ 100,000	\$ 63,167	\$ -	\$ 11,250	\$ 224,171	
Title IIIC2	Meal Costs	\$ 21,411	\$ 167,342	\$ 121,090	\$ -	\$ 5,900	\$ 315,743	
	SubTotal	\$ 21,411	\$ 167,342	\$ 121,090	\$ -	\$ 5,900	\$ 315,743	
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATON GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS								
	Title IIIB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIC1	\$ 49,754	\$ 100,000	\$ 63,167	\$ -	\$ 11,250	\$ 224,171	
	Title IIIC2	\$ 21,411	\$ 167,342	\$ 121,090	\$ -	\$ 5,900	\$ 315,743	
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 71,165	\$ 267,342	\$ 184,257	\$ -	\$ 17,150	\$ 539,914	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 539,914	a. Federal/State		FY 20 __	Federal State			
2. LESS Anticipated Proj. Inc.	\$ 17,150	grant unearned						
3. Estimated Net Cost.....	\$ 522,764	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).....	\$ 17,150							
6. Federal Share of Net Cost....	\$ 71,165							
7. State Share of Net Cost....	\$ 267,342	c. New Obligational Authority Herein Awarded		FY-	Federal State	\$ 71,165 \$ 267,342		

NOTIFICATION OF GRANT AWARD

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

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

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

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

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

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

NCNMEDD Non-Metro Area Agency on Aging
 Authorizing Official

Tim Armer 7/5/11
 Signature: Date:

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.

Signature: Date:

Signature: Date:

ASSURANCES

Revised to incorporate the 2000 Reauthorization of the Older Americans Act

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

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

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

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

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

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

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

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

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

Santa Fe County will serve the needs of low-income minority and/or older individuals residing in rural area. Services provided will include, but not be limited to, Congregate Meals, Home Delivered Meals, transportation to one of the six (6) county operated Senior Centers for a meal or participation in activities, or transportation to appointments and/or stores.

Santa Fe County will publicize service availability through the Santa Fe County website, the City of Santa Fe "Senior Scene" newsletter, and will begin to publish a small County specific newsletter during the fall of 2011. Recently, Santa Fe County distributed a glossary of services that was compiled by our Registered Nurse who staffs our Mobile Health Van. This is available on our Van and at our Centers. It can be used to find services for members, their families, and their friends and neighbors. The Mobile Health Van visits Senior Centers, Community Centers, and other sites in the County and City of Santa Fe. The Nurse on the Van refers persons to our Senior Program who may be in need of meals, transportation or social contact.

One of the major objectives of the Santa Fe County Health & Human Services Division is to provide services, or refer our county residents to appropriate service providers, or to appropriate resources.

Santa Fe County is very responsive to referrals of low-income and older individuals to our services. We receive referrals from current members, public safety organizations, social service related organizations, staff members, and members of the public at large. We make a concerted effort to connect residents in need to our County services, or to other services in the Community.

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

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

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

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

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

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

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

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

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

Grantee Authorized Individual

Date

Program Director

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization

State

Authorized Signature

Title

Date

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

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

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

Organization State

Authorized Signature Title Date

Non-Metro AAA

Vendor/ Contractor Name

Executive Director

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

Director

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

Finance Contact

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

Nutrition Services Contact

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

(attach additional pages if necessary)

Non-Metro AAA

Vendor/ Contractor Name	_____
Senior Employment Contact	_____
Mailing Address	_____
City, Zip code	_____
Physical Address	_____
City, Zip code	_____
County	_____
Phone Number	_____
Fax Number	_____
e-mail address	_____
SAMS Data Entry Contact	_____
Mailing Address	_____
City, Zip code	_____
Physical Address	_____
City, Zip code	_____
County	_____
Phone Number	_____
Fax Number	_____
e-mail address	_____
Site Manager	_____
Mailing Address	_____
City, Zip code	_____
Physical Address	_____
City, Zip code	_____
County	_____
Phone Number	_____
Fax Number	_____
e-mail address	_____
Site Manager	_____
Mailing Address	_____
City, Zip code	_____
Physical Address	_____
City, Zip code	_____
County	_____
Phone Number	_____
Fax Number	_____
e-mail address	_____

(attach additional pages if necessary)

Non-Metro AAA

Vendor/ Contractor Name

Mayor

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

City/ County Manager

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

City/ County Clerk

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

City/ County Treasurer

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

(attach additional pages if necessary)

Non-Metro AAA

Vendor/ Contractor Name

Board President

Mailing Address

City, Zip code

Physical Address

City, Zip code

County

Phone Number

Fax Number

e-mail address

(attach additional pages if necessary)

Date: 6/30/11 AAA for Title III Contracts

**Non-Metro Area Agency on Aging
Summary of Budgeted Revenues - Without NSIP & SEP
FY 2011/2012**

Contractor:
Santa Fe County

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Care Mgmt.	Adult Day Care	Chores	Homemaker	Health Promotion	Respite	NFCS/SP	TOTAL
Federal Title IIIB	\$ 49,754											\$ 49,754
Federal Title IIIC1		\$ 21,411										\$ 21,411
Federal Title IIIC2												
Federal Title IIID												
Federal Title IIIE												
State	\$ 100,000	\$ 167,342										\$ 267,342
Local Cash (City/County/Town)	\$ 68,167	\$ 121,080										\$ 184,267
Fundraising												
Other Grants/Foundations												
In-Kind	\$ 119,914	\$ 96,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 216,415
Program Income												
Transportation:												
Housekeeping:												
Adult Day Care:												
Other:												
Congregate Meals Donations	\$ 11,250											\$ 11,250
Home Delivered Donations		\$ 5,900										\$ 5,900
Other:												
TOTAL:	\$ 344,085	\$ 412,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756,329
Projected Units	29,904	30,277										
Total Cost of Service	\$ 11,50632	\$ 13,61575	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Cost of Service w/o In-Kind	\$ 7,49636	\$ 10,42948	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Funding %	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIB	14.45880%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIC1	0.00000%	5.15377%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIC2	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIID	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIE	29.06259%	40.59285%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
State	18.35789%	28.37339%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Local Cash (City/County/Town)	3.28854%	1.45119%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Fundraising	0.00000%	0.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Other Grants/Foundations	34.85011%	23.40871%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
In-Kind	100.00000%	100.00000%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Federal & State	\$ 1,68379	\$ 0.70717	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIB	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIC1	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIC2	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIID	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Federal IIIE	\$ 3,34403	\$ 5,52703	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
State	\$ 5,00765	\$ 6,25420	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Memorandum

To : Santa Fe Board of County Commissioners

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

Date : August 1, 2011

Subject : Resolution # 2011-_____, Amending Resolutions 2010-240 and 2011-2 Which Created the Santa Fe County Health Policy & Planning Commission to Increase the Number of Member from 7 to 11.

Issue:

There is a desire to expand the Santa Fe County Health Policy and Planning Commission (HPPC) from seven (7) to eleven (11) members. The proposed resolution attempts to set out the suggested expansion.

Background:

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

In December 2010, the HPPC was restructured. The new structure includes seven (7) members. Currently one (1) member comes from each of the five (5) Commission Districts and two (2) are selected on a countywide basis.

The current proposal recommends a total of eleven (11) members. Two (2) members will come from each of the five (5) Commission Districts and one (1) will be selected on a countywide basis.

Attached is a spreadsheet that shows how this distribution will be achieved with the current membership. There are two (2) members who reside in District II, who will occupy the two (2) District II slots, and one member, who also resides in District II, who will fill the Countywide slot.

Staff Recommendation:

Staff recommends that the Santa Fe Board of County Commissioners approve proposed Resolution #2011-_____ to expand HPPC membership as set forth above and in the proposed Resolution.

Resolution 2011-_____

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

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

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

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

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

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

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

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

Virginia Vigil, Chairperson

Attest:

Valerie Espinoza, County Clerk

Approved as to form:

Stephen C. Ross
Stephen C. Ross, County Attorney