



**TORRANCE COUNTY  
RESOLUTION #2006-24**

WHEREAS, the Torrance County Commission in regular session on Wednesday, April 26, 2006 did propose to authorize a budget increase in the FY 2005-06 Budget, and

WHEREAS, budget increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following budget increase:

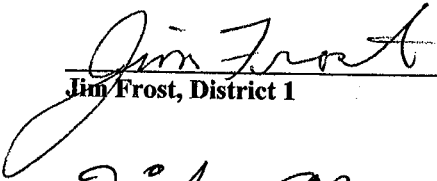
(See Attachment A)

NOW THEREFORE, it is respectfully requested that the attached budget increase in the 2005-06 FY budget is approved by the Department of Finance and Administration.


DONE at Estancia, New Mexico, Torrance County this 26<sup>th</sup> day of April 2006.

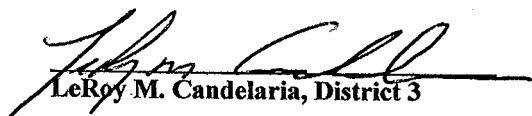


TORRANCE COUNTY COMMISSION

  
Jim Frost, District 1

  
Paul M. "Tito" Chavez, District 2

  
County Clerk  
DFA Approval  
Linda Kayser

  
LeRoy M. Candelaria, District 3

**Torrance County**  
**Resolution # 2006-24**  
**Schedule A**

<b>Revenue</b>	<b>Description</b>	<b>Amount</b>
632 — 1000	Rodeo Initiative Grant	\$ 46,110.00
632 — 1400	Donations	\$ 1,655.98
803 — 1216	Mountainair Emergency Renovations	\$ 50,000.00
803 — 1217	McIntosh Emergency Equipment	\$ 18,000.00
803 — 1218	Moriarty Emergency Renovations	\$ 50,000.00
		<b>\$ 165,765.98</b>

<b>Expenditures</b>	<b>Description</b>	<b>Amount</b>
632 10 2 613	Rodeo Initiative Grant	\$ 46,110.00
632 10 2 402	Grant Matching	\$ 1,655.98
803 10 2 677	Mountainair Emergency Renovations	\$ 50,000.00
803 10 2 678	Moriarty Emergency Renovations	\$ 50,000.00
803 10 2 679	McIntosh Emergency Equipment	\$ 18,000.00
		<b>\$ 165,765.98</b>

New Mexico Department of Finance Administration  
Local Government Division  
Financial Management Bureau  
Schedule of Budget Adjustments.

ENTITY NAME: Torrance County

FISCAL YEAR: 2005-2006

ENTITY CODE: 22000

DFA RESO. NO. \_\_\_\_\_

SCHEDULE OF BUDGET ADJUSTMENTS

(A) ENTITY RESOLUTION NUMBER	(B) ADJUST. #	(C) I = INCREASE D = DECREASE T = TRANSFER	(D) DEPT. AFFECTED	(E) AMOUNT	(F) REVENUE SOURCE FUND TRANSFERRED FROM (FUND & LINE ITEM NUMBER)	(G) EXPENDITURE FUND TRANSFERRED FROM (FUND & LINE ITEM NUMBER)	(H) PURPOSE	(I) APPROVED BUDGET	(J) INCREASE OR (DECREASE)	(K) REVISED BUDGET (COY. PLUS)	(L) DATE GOVERNING BODY APPROVED
2006-24	#1	I	Rodeo Initiative Grant	46,110	Rodeo Initiative Grant 632-1000	632102613 Rodeo Initiative Grant	Rodeo Initiative Grant	0	46,110	46,110	4/26/2006
2006-24	#2	I	Rodeo Initiative Grant	1,656	Donations 632-1400	632102402 Rodeo Initiative Grant	Rodeo Initiative Grant	0	1,656	1,656	4/26/2006
2006-24	#3	I	Legislative Appropriations	50,000	Mt. Air Emerg. Renovation 803-1216	803102677 Mt. Air Emerg. Renovations	Legislative Appropriations	0	50,000	50,000	4/26/2006
2006-24	#4	I	Legislative Appropriations	18,000	McIntosh Emerg. Equip 803-1217	803102679 McIntosh Emerg. Equip	Legislative Appropriations	0	18,000	18,000	4/26/2006
2006-24	#5	I	Legislative Appropriations	50,000	Moriarty Emerg. Renov. 803-1218	803102678 Moriarty Emerg. Renov.	Legislative Appropriations	0	50,000	50,000	4/26/2006
	#6							0	0	0	
	#7							0	0	0	
	#8							0	0	0	
	#9							0	0	0	
	#10							0	0	0	

DATE APPROVED: 4/26/2006

ATTEST

*[Signature]*  
Linda Kayser

Mayor/Chairman

*[Signature]*

Column A, Please enter the Resolution Number;  
Column C, Please enter the adjustment activity:  
Enter R for Revenue, or E for Expenditure in subcolumns;  
- I if activity is a Budget Increase,  
- D if activity is a Budget Decrease,  
- T if activity is a Transfer between funds.  
Column D, Please enter the Department affected;  
Column E, Please enter the Amount (negative if a decrease);  
Column F, Please enter the fund and line item number, amount transferred from;  
Column G, Please enter the fund and line item number, amount transferred to;

Column H, Please enter a brief description of the adjustment activity;  
- If resolution is creating a new fund please indicate in Column H.  
Column I, Please enter the Approved budgeted amount (to include any previously approved adjustments);  
Column J, Formula driven will carry over revision amount from Column E;  
Column K, Formula driven will calculate the revised budget amount;  
Column L, Date governing body approved resolution;  
Column M, For LGD use;  
Column N, For LGD use;

STATE OF NEW MEXICO  
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT  
2005 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Torrance County, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2005 Legislature enacted Chapter 347, 2005, Laws of New Mexico. The law appropriated to the Department a total of \$8,559,494.00 of which Eighteen Thousand Dollars (\$18,000.00) is directed to purchase meals equipment hereinafter referred to as "EMERGENCY EQUIPMENT", for the McIntosh Senior Center located in Torrance County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior centers are located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition services to senior citizens in the McIntosh Senior Center. The

Contractor agrees that the equipment shall be used for the above stated purposes. When no longer used or needed for those purposes, the Contractor agrees to notify the Department and obtain the Department's instructions as to the disposition of the equipment.

4. Method of Payment. All payments will be made on a reimbursement/actual cost basis and upon receipt by the Department of a completed Draw Request Form along with appropriate documentation.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than June 30, 2006.
6. Liability. Neither party shall be responsible for liability incurred as 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 limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.
7. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the McIntosh Senior Center with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
8. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
9. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
10. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to

audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. Use of Equipment. The equipment shall be used solely for the purpose of providing services to the McIntosh Senior Center and not for any other purpose whatsoever.
12. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
13. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
14. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
15. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
16. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
17. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
18. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor 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 have been followed.

19. Term. This Agreement shall not become effective until approved by the Department and shall terminate on June 30, 2006, unless terminated pursuant to Paragraph 20.
20. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
21. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
22. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
23. Procurement Code. 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.
24. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
25. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

New Mexico Aging and Long-Term Services Department

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Torrance County

BY: James Frank

DATE: 4 26 06

Taxation and Revenue Department

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-505585-000

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTICES

New Mexico Aging and Long-Term Services Department  
2550 Cerrillos Road  
Santa Fe, NM 87505

Torrance County  
P. O. Box 48  
Estancia, New Mexico 87106



STATE OF NEW MEXICO  
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT  
2005 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Torrance County, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2005 Legislature enacted Chapter 347, 2005, Laws of New Mexico. The law appropriated to the Department a total of \$8,559,494.00 of which Eighteen Thousand Dollars (\$18,000.00) is directed to purchase meals equipment hereinafter referred to as "**EMERGENCY EQUIPMENT**", for the McIntosh Senior Center located in Torrance County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior centers are located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition services to senior citizens in the McIntosh Senior Center. The

Contractor agrees that the equipment shall be used for the above stated purposes. When no longer used or needed for those purposes, the Contractor agrees to notify the Department and obtain the Department's instructions as to the disposition of the equipment.

4. Method of Payment. All payments will be made on a reimbursement/actual cost basis and upon receipt by the Department of a completed Draw Request Form along with appropriate documentation.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than June 30, 2006.
6. Liability. Neither party shall be responsible for liability incurred as 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 limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.
7. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the McIntosh Senior Center with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
8. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
9. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
10. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to

audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. Use of Equipment. The equipment shall be used solely for the purpose of providing services to the McIntosh Senior Center and not for any other purpose whatsoever.
12. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
13. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
14. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
15. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
16. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
17. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
18. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor 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 have been followed.

19. Term. This Agreement shall not become effective until approved by the Department and shall terminate on June 30, 2006, unless terminated pursuant to Paragraph 20.
20. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
21. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
22. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
23. Procurement Code. 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.
24. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
25. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

New Mexico Aging and Long-Term Services Department

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Torrance County

BY: Jana Frut

DATE: 4 26 06

Taxation and Revenue Department

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-505585-000

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTICES

New Mexico Aging and Long-Term Services Department  
2550 Cerrillos Road  
Santa Fe, NM 87505

Torrance County  
P. O. Box 48  
Estancia, New Mexico 87106

STATE OF NEW MEXICO  
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT  
2005 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Torrance County, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2005 Legislature enacted Chapter 347, 2005, Laws of New Mexico. The law appropriated to the Department a total of \$8,559,494.00 of which a total of Fifty Thousand Dollars (\$50,000.00) is directed for improvements to senior center, hereinafter referred to as "**EMERGENCY RENOVATION**", to the Moriarty Senior Center located in Torrance County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Moriarty Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of the Construction Industries Licensing Act and the rules and regulations adopted thereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Moriarty Senior Center. If anything is omitted from

the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.

2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Moriarty Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. All payments will be made on a reimbursement/actual cost basis and upon receipt by the Department of a completed Draw Request Form along with appropriate documentation.
6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than June 30, 2006.
7. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
8. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48

hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.

9. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Moriarty Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
10. Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.
11. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Moriarty Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
12. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Moriarty Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
13. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
14. Use of Site. For a period five (5) years from the date hereof, the Moriarty Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Moriarty Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor.



The Moriarty Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.

15. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Moriarty Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
16. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
17. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
18. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
19. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
20. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
21. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement,

insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

22. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
23. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
24. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor 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 have been followed.
25. Term. This Agreement shall not become effective until approved by the Department and shall terminate on June 30, 2006, unless terminated pursuant to Paragraph 26.
26. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
27. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
28. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
29. Procurement Code. 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.

30. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
  
31. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

***THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.***

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

New Mexico Aging and Long Term Services Department

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Torrance County

BY: James F. [Signature]

DATE: 4 26 06

Taxation and Revenue Department

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.#01-505585-000

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES**

New Mexico Aging and Long-Term Services Department  
2550 Cerrillos Road  
Santa Fe, NM 87505

Torrance County  
P. O. Box 48  
Estancia, New Mexico 87106

STATE OF NEW MEXICO  
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT  
2005 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Torrance County, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2005 Legislature enacted Chapter 347, 2005, Laws of New Mexico. The law appropriated to the Department a total of \$8,559,494.00 of which a total of Fifty Thousand Dollars (\$50,000.00) is directed for improvements to senior center, hereinafter referred to as "**EMERGENCY RENOVATION**", to the Moriarty Senior Center located in Torrance County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Moriarty Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of the Construction Industries Licensing Act and the rules and regulations adopted thereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Moriarty Senior Center. If anything is omitted from

the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.

2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Moriarty Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. All payments will be made on a reimbursement/actual cost basis and upon receipt by the Department of a completed Draw Request Form along with appropriate documentation.
6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than June 30, 2006.
7. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
8. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48

hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.

9. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Moriarty Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
10. Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.
11. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Moriarty Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
12. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Moriarty Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
13. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
14. Use of Site. For a period five (5) years from the date hereof, the Moriarty Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Moriarty Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor.

The Moriarty Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.

15. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Moriarty Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
16. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
17. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
18. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
19. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
20. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
21. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement,



insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

22. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
23. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
24. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor 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 have been followed.
25. Term. This Agreement shall not become effective until approved by the Department and shall terminate on June 30, 2006, unless terminated pursuant to Paragraph 26.
26. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
27. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
28. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
29. Procurement Code. 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.

30. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
31. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

***THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.***

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

New Mexico Aging and Long Term Services Department

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Torrance County

BY: Janna Frost

DATE: 4 26 06

Taxation and Revenue Department

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.#01-505585-000

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES**

New Mexico Aging and Long-Term Services Department  
2550 Cerrillos Road  
Santa Fe, NM 87505

Torrance County  
P. O. Box 48  
Estancia, New Mexico 87106