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State of New Mexico Interpretive Service for E-911 Purchase Order

Voiance Language Services

State Price Agreement 50-000-14-00002AC

This purchase order is by and between Voiance Language Services and
Santa Fe County

(Local Government) for:

365 days a year/7 days a week/ 24 hours a day Telephone Based Interpreter Services on an "as needed" basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance.

Public Safety Answer Point (PSAP) name: **Santa Fe Reg Emergency Comm Center**

PSAP Address: **35 Camino Justicia Santa Fe, NM 87508**

PSAP phone number: **505-992-3096**

Term: July 1, 2018 through June 30, 2019.

Cancellation: See cancellation clause in the above referenced State Price Agreement.

Total Cost: Applicable usage per month based on above referenced State Price Agreement rate of \$.65 per minute.

PSAP Director Signature:

[Signature]

Printed Name:

KEN R. MARTINEZ

Date:

9/17/18

Fiscal Agent Signature:

[Signature]

Printed Name:

KATHARINE MILLER

Date:

7-20-18

Voiance Representative:

[Signature]

Printed Name:

J. Austin Wade

Date:

May 15, 2018

Approved as to form
Santa Fe County Attorney

By:

Date:

[Signature]
Finance Director
7/23/18



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor:
0000110933
Voiance Language Services, LLC.
5780 N. Swan Rd.
Tucson, AZ 85718

Telephone No. (520) 745-9447 ext. 1708

Contract Number: 50-000-14-00002AC

Contract Amendment No.: One

Term: March 4, 2015 – March 4, 2017

Ship to:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Angelica Lopez AL

Telephone No.: (505) 827-0425

Invoice:
As Requested

For questions regarding this Contract please contact:
Angelica Lopez (505) 827-0425

Title: Telephone Based Interpreter Services


This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Attachment B – Fee Schedule – Item No. 1 Unit Price is lowered from \$.75/min to \$.65/min effective June 1, 2016 as outlined in the attached amendment.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 5/25/16

NASPO ValuePoint
Master Agreement Amendment #03
Telephone Based Interpreter Services
50-000-14-00002AC



THIS Agreement ("Agreement" or "Contract") is entered into by and between the **State of New Mexico, General Services Department, State Purchasing Division**, hereinafter referred to as the "Lead State" or a "Procuring Entity" and **Voiance Language Services, LLC.**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties."

3. Term of the Master Agreement

This Master Agreement will be extended from March 5, 2018 through March 4, 2019, unless extended, renewed or terminated earlier at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. In no case will the Participating Addendum, including all renewals thereof, exceed a total of five (5) years in duration.

37. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

All other articles of the original Master Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the date of the signature by the required approval authorities below.

STATE OF NEW MEXICO

Voiance Language Services, LLC.
(Contractor)


Signature


Signature

BY: Lawrence Maxwell

BY: Kimberly Leeper

TITLE: State Purchasing Agent

TITLE: Secretary



THIS AMENDMENT No. 1 to the NASPO ValuePoint Master Agreement is entered into by and between the State of New Mexico, General Services Department (hereinafter the “Lead State” or a “Participating Entity” and Voiance Language Services, LLC (hereinafter the “Contractor”).

THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED MASTER AGREEMENT IS AMENDED AS FOLLOWS:

- 1. Attachment B Fee Schedule – Item No. 1 Unit Price for Telephone Based Interpreter Services for all languages specified in Attachment A, *Technical Requirements*, as well as for all unlisted languages that may be provided through the resultant Contract is lowered from \$.75/min to \$.65/min. The updated pricing of \$.65/min is effective June 1, 2016.**

All other terms and conditions remain unchanged.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.65 /min.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by:

STATE OF NEW MEXICO
General Services Department


(Signature)

BY: Lawrence O. Maxwell

TITLE: State Purchasing Agent

DATE: _____

Voiance Language Services, LLC.
(Contractor)


(Signature)

BY: Jonathan Bank

TITLE: Secretary

DATE: May 13, 2016

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
DEPARTMENT OF INFORMATION TECHNOLOGY**

ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 19-E-11

THIS GRANT AGREEMENT is made between the Department of Finance and Administration (“DFA”), the Department of Information Technology (“DoIT”), the “Department”, and the County of Santa Fe, the “Grantee”, and collectively referred to as the “Parties”.

WHEREAS, this Grant Agreement is made between the State of New Mexico and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (“Act”) as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (“Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, DFA and DoIT entered into a Joint Powers Agreement (“JPA”) dated May 8, 2018, transferring all 911-related activities from DFA to DoIT, including grant-related activities; and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“PSAP”), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Point (PSAP) at the County of Santa Fe, which also provides E-911 related services to Santa Fe County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Department have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, the E-911 Rules, and the above-mentioned JPA to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “Grantee” in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Department has the authority, pursuant to NMSA 1978, Section 63-9D-8 and the above-mentioned JPA, to administer the Enhanced 911 (E-911) fund; and

WHEREAS, on May 15, 2018, the State Board of Finance awarded the Grantee \$389,068 for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

- A. Unless terminated pursuant to Article IV, the term of this Grant Agreement will be July 1, 2018, through June 30, 2019.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall notify the Department in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Department to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Department's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

- A. **PSAP Annual Report**: No later than June 30th of each year, the Grantee shall submit to the Department a PSAP Annual Report, in the form attached as Exhibit A, as may be changed from time to time upon the Department's written notice to the Grantee. The PSAP Annual Report will include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Department may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.
- B. **Federal 911 Resource Center Report**: No later than January 30th of each year, the Grantee shall submit to the Department a Federal 911 Resource Center Report, in the form attached as Exhibit B, as may be changed from time to time upon the Department's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Department shall pay the Grantee a sum not to exceed \$389,068 from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit C, and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies will not deviate from the line items of the Budget without the prior written approval of the Department, and the funds will not be expended for ineligible costs via 10.6.2.11(F) of the E-911 Rules.
- B. The funds mentioned in Paragraph A above will constitute full and complete payment of monies to be received by the Grantee from the Department.
- C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Department in accordance with the Act and the E-911 Rules.
- D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Department solely for the purpose of reimbursing local governing

bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

- E. Payments may be made by the Department as follows: (1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or (2) reimbursements to the Grantee for actual costs or expenditures after the Department receive a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Department for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Department to be eligible for reimbursement.
- F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement, or in violation of, or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

- A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the Parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Department's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination and in accordance with this Grant Agreement, if the Department is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. This Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Department or if, during the term of this Grant Agreement, the Grantee 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. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT. INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DEPARTMENT.
- B. Termination Management. Immediately upon receipt by either the Department or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: (1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Department; and (2) comply with all directives issued by the Department in the notice of termination as to the performance under this Grant Agreement.
- C. This Grant Agreement incorporates all agreements, covenants and understandings between the Parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the Parties or their agents will be valid and enforceable unless embodied in this Grant Agreement.
- D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Department may immediately terminate this Grant Agreement, in whole or in part, regardless of any existing legally

IN WITNESS WHEREOF, the Grantee and the Department hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE


Authorized Signatory

6-28-18
Date

TONY FLORES

(Type or Print Name)

DEPUTY COUNTY MANAGER, SANTA FE COUNTY
Title, Organization

 6/28/18
Financ Director

DEPARTMENT OF INFORMATION TECHNOLOGY

By:  For
Darryl M. Ackley, Cabinet Secretary and State CIO

7/3/18
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: 
Duffy Rodriguez, Cabinet Secretary

7/9/18
Date

New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

Grantee:	Santa Fe County	Grant Award:	389,068
Address:	35 Camino Justicia Santa Fe, NM 87508	Project Number:	19-E-11
Telephone:	505-992-3096	Grant Period:	July 1, 2018 - June 30, 2019
Number of Funded PSAP Positions:		Santa Fe - 14	

Budget/Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	-
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	136,185
Data MPLS Network	8,100
Wireless Cost Recovery	6,700
Recurring Network/Circuit Subtotal	150,985
Recurring Maintenance	
System Maintenance	186,010
Recurring Maintenance Subtotal	186,010
Services/Training	
911 Related Training	13,000
911 Related GIS	15,000
911 Consulting Services	2,317
GIS Consulting Services	9,756
Interpretive Services	10,000
Minor Equipment	2,000
Services/Training Subtotal	52,073
TOTAL	389,068