

**CHAVES COUNTY BOARD OF COMMISSIONERS
SPECIAL BUSINESS MEETING AGENDA**

June 27, 2017 9:00 a.m.

**Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers - #1 St. Mary's Place**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

AGENDA ITEMS

A. PUBLIC HEARING

1. Public Hearing Regarding Liquor License #0389 for Allsup's Convenience Stores, Inc. to Transfer Location from 4709 W. Second Street, Roswell, NM to 6000 South Main Street, Roswell, NM

B. AGREEMENTS AND RESOLUTIONS

2. Agreement A-17-019 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 17/18
3. Agreement A-17-020 between Chaves County and Pecos Valley Teen Court

**UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER
VISITOR
NO FORMAL ACTION TAKEN BY COMMISSION**

- **COUNTY MANAGERS' COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

AGENDA ITEM: 1

Public Hearing Regarding Liquor License #0389
for Allsup's Convenience Stores, Inc. to
Transfer Location from 4709 W Second Street,
Roswell, NM to 6000 South Main Street,
Roswell, NM

MEETING DATE: June 27, 2017

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Conduct Public Hearing
Consider Application for Transfer of Location of
License

ITEM SUMMARY:

Allsup's is requesting to transfer the above liquor license to their store on South Main Street. In the future, Allsup's will request the license be transferred to a new, yet to be built store in the County.

Pursuant to New Mexico Statutes, Section 60-6B-4 of the Liquor Control Act, the local government body is required to consider a liquor license transfer of location application for approval or disapproval following a public hearing on the matter. This public hearing has been advertised as required. This application has received preliminary approval by the Director of the Alcohol and Gaming Division. If the Commission votes to approve the transfer of location, the Original Page 1 of the application will be available for signature by the Chairman. If the Commission votes to disapprove the transfer, a detailed statement of the reason(s) for the disapproval must be submitted to the Alcohol and Gaming Division. Per State Law, the only reasons for disapproval is if the proposed location is within 300' of a church or school. In this case, the proposed location is not within 300' of a church or school.

SUPPORT DOCUMENTS: Transfer of Location Application and Cover Letter

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 9, 2017

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

David Jablonski
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

Certified Mail No.: 9171 9690 0935 0078 2657 35

RECEIVED

JUN 13 2017

CHAVES COUNTY CLERK

Chaves County
Dave Kunko, Clerk
P.O. Box 580
Roswell, NM 88202

Re: Lic. No. /Appl. No.: License No. 0389 / Application No. 1045295
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's Store #233
Proposed Location: 6000 South Main,
Roswell, New Mexico 88203

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

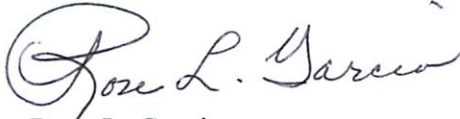
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING TRANSFER OF OWNERSHIP AND LOCATION OF LIQUOR LICENSE NO. 0389 WITH PACKAGE SALES.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application (only for transfer of location).



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division
 PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4875



AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 4/26/17 Receipt No. 1940437
 Application Number: 1045295 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0389 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: BAC Licenses, LLC

Current D/B/A Name: Way Out West

Current Premises Address: 4709 W. Second St., Roswell, NM 88202

Current LOD: Chaves County Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc. 2112 Thornton, Clovis, NM 88101

D/B/A Name to be used: Allsup's Store No. 233 Business Phone #: 575-769-2311

Email Address (required): david.potter@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

6000 South Main, Roswell, Chaves County, New Mexico, 88203

County of: Chaves

Mailing Address: P.O. Box 1909, Clovis, NM 88102-1909

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 0074/Dispenser

Agent/Contact Person: Edwin B. Tatum, Esq Phone#: 575-762-7756 Email: etatum@tatum-mcdowell.com

I, (print name) Lonnie D. Allsup, as (title) President

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public: LONNIE D. ALLSUP, President

Signature of Applicant: Lonnie D. Allsup Date: April 24, 2017

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 24th day of April, 2017

By: Lonnie D. Allsup Notary Public: Darla S. Roark

President of Allsup's Convenience Stores, Inc. My Commission Expires: January 21, 2018



OFFICIAL SEAL
 DARLA S. ROARK
 NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 01-21-2018

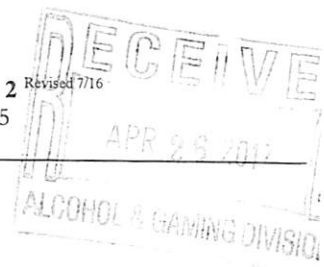
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: Chaves County City, County, Village

Public Hearing held on June 27, 2017. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
 NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

- Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached
 See Exhibit A-1 through A-6 attached hereto and incorporated by reference.
 Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): C-1, Commercial

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning. See Exhibit B attached hereto and incorporated by reference.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance) reference.

Name of Church: Mountain View Baptist Church Miles/feet: 4,243.41 feet

Address/location of Church: 206 E. Charleston Road, Roswell, Chaves County, New Mexico 88203

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sunset Elementary School Miles/feet: 3,637.09 feet

Address/location of School: 606 O'Connor Road, Roswell, Chaves County, New Mexico 88203

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, ^{circle one:} Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
 Miles: 167 Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises. See Exhibit B-1 attached hereto and incorporated by reference.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack
 Small Brewer Craft Distiller Winery Wholesaler
 Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

AGENDA ITEM: 2

Agreement A-17-019 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 17/18

MEETING DATE: 06/27/2017

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of Agreement A-17-019

Item Summary:

Chaves County DWI program was awarded \$35,000.00 in Local DWI grant funds for Fiscal Year 2018-2019.

The term of the Agreement will start on July 1, 2017 and will extend to June 30, 2018.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-17-019

Summary by: Lucia Serrano

Title: DWI Coordinator

A-17-019

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 18-D-G-3

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Chaves, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on May 2, 2017, the DWI Grant Council awarded the Grantee \$35,000.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2017 through June 30, 2018.
- 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 of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.
2. The Grantee agrees to prepare an evaluation of the Prevention, Treatment and/or Compliance Monitoring Components using the Local DWI evaluation plan template.
3. The Grantee agrees to attend meetings with Division staff and the statewide evaluator as necessary.
4. The Grantee agrees to submit to the Division quarterly status reports from the Evaluator that include general updates, process and outcome evaluation developments which occurred during the preceding quarter.
5. The Grantee agrees to submit a preliminary evaluation report to the Division no later than August 31st in a format to be determined by the Department of Health.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2017**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2017, January 31, 2018, and April 30, 2018** for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. **Final Report**

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than **July 11, 2018.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than **July 25, 2018.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Thirty Five Thousand Dollars and No Cents (\$35,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. **Early Termination for Convenience:** Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. **Liability in the Event of Early Termination:** In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.

- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in

connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Lucia Serrano
Title: DWI Coordinator
Address: #1 St. Mary's Place
Roswell, NM 88203

Phone: 575-624-6637
Fax: 575-624-6576
Email: lserrano@co.chaves.nm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Luci Kelly
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4958
Fax: (505) 827-4340
Email: Luci.Kelly@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Thirteen Thousand Dollars and No Cents (\$13,000.00) (37%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program website. Data shall be entered and maintained in a current up-to-date status.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

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 Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Chaves may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Chaves's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF CHAVES

By: _____ Date _____
Authorized Signatory

(Type or Print Name)

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____.

Notary Public

My Commission Expires: _____

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____ Date _____
Rick Lopez, Director

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Chaves

Grant No.: 18-D-G-3

Grant Amount: \$35,000.00

Grantee will provide DWI program activities in the following areas:

1) Enforcement:

Overtime for officers to support sobriety checkpoints, saturation patrols and underage drinking enforcement will be supported through the LDWI grant program. [The Grantee will fund __ number of full time DWI law enforcement officers. Justification for the full-time officer(s) has been submitted and approved by DFA.]

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational

approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

4) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: Chaves County

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Evaluator Status/Final Report(s)	<input type="checkbox"/> Evaluator Status/Final Report(s)
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

**Local DWI Grant Fund
Revenue/Expenditure Summary**

Applicant/Grantee
Chaves County

Project No.: 18-D-G-03

Total Grant Funds
\$35,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
		ADMINISTRATIVE*			
Local DWI Program Grant	35,000.00	Personnel Services			0.00
Program Generated Fees		Employee Benefits			0.00
		Travel			0.00
Local Match (Cash or In-Kind)		Contractual Services			0.00
County	3,000.00	Operating Expenses			0.00
City					
Judicial/Courts		PROGRAM			
Other (list):	10,000.00	Personnel Services		2,000.00	2,000.00
		Employee Benefits	20,000.00		20,000.00
		Travel (In-State)			0.00
		Travel (Out-of-State)			0.00
		Supplies		11,000.00	11,000.00
		Operating Costs			0.00
		Contractual Services	15,000.00		15,000.00
		Minor Equipment			0.00
		Capital Outlay*			0.00
TOTAL REVENUES	48,000.00	TOTAL EXPENDITURES	35,000.00	13,000.00	48,000.00

(*) Capital Outlay cannot exceed 10%

10% = 3,500.00

Grant Expenditures:

	<u>Budget</u>
Prevention	
Enforcement	<u>20,000.00</u>
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	<u>15,000.00</u>
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	<u><u>35,000.00</u></u>
ck	35,000.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Chaves County
PO Box 1817
Roswell, NM 88202

575-624-6646
18-D-G-03

In-Kind/Match Expenditures:

	<u>Budget</u>		
Prevention	<u>10,000.00</u>		
Enforcement			
Screening			
Domestic Violence			
Treatment: Outpatient/Jailbased			
Compliance Monitoring/Tracking			
Coordination, Planning & Evaluation	<u>3,000.00</u>		
Alternative Sentencing			
Totals:	<u><u>13,000.00</u></u>	ck	13,000.00

EXHIBIT C(1)

Tot. Bud. Expd:	48,000.00	ck	48,000.00
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LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: 1

I. A. Grantee: Chaves County B. Address: PO Box 1817 Roswell, NM 88202 C. Telephone No.: 575-624-6646 D. Grant No.: 18-D-G-03	II. Payment Computation: A. Grant Award: \$35,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$35,000.00 III. Report Period Ending: 30-Sep-17
---	---

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services		0.00	0.00		0.00	0.00			0.00
Employee Benefits		0.00	0.00		0.00	0.00			0.00
Travel		0.00	0.00		0.00	0.00			0.00
Contractual Services		0.00	0.00		0.00	0.00			0.00
Operating Expenses		0.00	0.00		0.00	0.00			0.00
PROGRAM									
Personnel Services	0.00	2,000.00	2,000.00	0.00	0.00	0.00			0.00
Employee Benefits	20,000.00	0.00	20,000.00	0.00	0.00	0.00			0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies	0.00	11,000.00	11,000.00	0.00	0.00	0.00			0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	15,000.00	0.00	15,000.00	0.00	0.00	0.00			0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00
TOTAL EXPENDITURES	35,000.00	13,000.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No.: _____

Grantee Fiscal Officer Date

Grantee Representative Date

(If A Local Government Division Use Only)

Division Fiscal Officer Date

Division Project Representative Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Program Component Expenditures D(1)

Exhibit D (1)

Grantee: Chaves County
 Project No.: 18-D-G-03
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	<u>0.00</u>	_____	<u>0.00</u>
Enforcement	<u>20,000.00</u>	_____	<u>0.00</u>
Screening	<u>0.00</u>	_____	<u>0.00</u>
Domestic Violence	<u>0.00</u>	_____	<u>0.00</u>
Treatment: Outpatient/Jailbased	<u>15,000.00</u>	_____	<u>0.00</u>
Compliance Monitoring/Tracking	<u>0.00</u>	_____	<u>0.00</u>
Coordination, Planning & Evaluation	<u>0.00</u>	_____	<u>0.00</u>
Alternative Sentencing	<u>0.00</u>	_____	<u>0.00</u>
Totals:	<u>35,000.00</u>	<u>0.00</u>	<u>0.00</u>

In-Kind/Match Expenditures:

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	<u>10,000.00</u>	_____	<u>0.00</u>
Enforcement	<u>0.00</u>	_____	<u>0.00</u>
Screening	<u>0.00</u>	_____	<u>0.00</u>
Domestic Violence	<u>0.00</u>	_____	<u>0.00</u>
Treatment: Outpatient/Jailbased	<u>0.00</u>	_____	<u>0.00</u>
Compliance Monitoring/Tracking	<u>0.00</u>	_____	<u>0.00</u>
Coordination, Planning & Evaluation	<u>3,000.00</u>	_____	<u>0.00</u>
Alternative Sentencing	<u>0.00</u>	_____	<u>0.00</u>
Totals:	<u>13,000.00</u>	<u>0.00</u>	<u>0.00</u>

		Check
Total Expenditures This Reimbursement:	<u>0.00</u>	0.00
Total Expenditures Year to Date:	<u>0.00</u>	0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

**EXHIBIT E
Fees Collected Summary**

Grantee:	
Address:	

Component	FY18 Beginning Balance (From FY17 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q3 Ending Balance	Q4		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance

Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY18 Beginning Balance (From FY17 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Grantee Fiscal Officer Date

Grantee Representative

Exhibit G
Detailed Breakdown By Budget Category
LOCAL DWI GRANT PROGRAM

Grantee: _____
 Project No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):						<u>0.00</u>

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:						<u>0.00</u>

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Operating Costs: 0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					<u>0.00</u>	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					<u>0.00</u>	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					<u>0.00</u>	

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Name

Title

Date

**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

GRANTEE: _____ Report Period: _____

PROGRAM COORDINATOR: _____

ENFORCEMENT ACTIVITIES: Underage Enforcement Checkpoint Saturation Patrol
Other _____ **COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED**

Date Activity Conducted: _____ #Officers: _____ Task Force _____ Direction of Traffic: _____

Location of Activity:	Start Time:	End Time:	
			ADDITIONAL OFFICERS PAID WITH OTHER FUNDS
# DWI Arrests		# Under 21 possession consumption citations:	Add'l Agency: _____
# Misdemeanor Arrests		# Child Restraint Citations	
# Felony Arrests		# Speeding Citations	#Officers: _____
# Drug Arrests		# Uninsured Motorists	
# open container citations		# Suspended/ Revoked	Add'l Agency: _____
# Seatbelt Citations		# Reckless Driving	
# Written Warnings		# Other Citations	#Officers: _____
# of Warrants served			

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals		0.00		\$ -

_____ County
Successes and Challenges
FY18 Quarter: _____

Prevention

Successes:

Challenges:

Enforcement

Successes:

Challenges:

Screening

Successes:

Challenges:

Domestic Violence

Successes:

Challenges:

Treatment/DETOX

Successes:

Challenges:

Compliance Monitoring/Tracking

Successes:

Challenges:

Coordination Planning & Evaluation

Successes:

Challenges:

Alternative Sentencing/Teen Court

Successes:

Challenges:

Other

AGENDA ITEM: 3

Agreement A-17-020 between Chaves County
and Pecos Valley Teen Court

MEETING DATE: 06/27/2017

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of Agreement A-17-020

Item Summary:

The Chaves County DWI program has awarded Local DWI Distribution Funds for Fiscal Year 2017-2018 to Pecos Valley Teen Court in the amount of \$15,000.00. Agreement will start on July 1, 2017 and will extend to June 30, 2018.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-17-020

Summary by: Lucia Serrano

Title: DWI Coordinator

**AGREEMENT A-17-020
BETWEEN CHAVES COUNTY AND PECOS VALLEY TEEN COURT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of July, 2017 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and Pecos Valley Teen Court, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2017-18 DWI Funds for the 1) Local DWI (Driving While Impaired) Distribution Funds, and 2) Local DWI Grant in the estimated total amount of \$400,000.00, and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse, and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for alternative sentencing.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor shall conduct and supervise a teen orientated and operated court. Juveniles will appear in court and be judged by their peers. Juveniles will be referred to Contractor by CYFD, Juvenile Probation Department, District, Magistrate and Municipal courts.
- B. Contractor shall interview juveniles and parents or guardians to determine if they qualify for the program. Juveniles will be drug tested and must stay drug free and attend school while in the program. Juveniles will participate in community service programs and will attend DWI and drug abuse awareness classes as well as anti-bullying classes.
- C. The Contractor shall submit a monthly report to the Chaves County Continuum/DWI Coordinator documenting program activities, number of clients, attendance and non-attendance. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."

- D. The Contractor shall perform pre and post evaluation reports regarding the services provided to its clients. The purpose of the evaluations is to determine if the services are effective.
- E. Submit invoices once monthly for services provided.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per month, inclusive of the New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Fifteen Thousand Dollars (\$15,000.00).
- D. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.
- F. Payments made by mail are deemed tendered as of the date postmarked.

3. Term and Termination.

- A. This Agreement shall be in effect as of July 1, 2017 through June 30, 2018. The parties may renew this Agreement for four (4) successive terms of one year each, upon the same terms as provided herein, if funding is available.

- B. Either party to this Agreement may, without cause, terminate this Agreement by giving the other party sixty (60) days written notice of its intention to terminate.
- C. Notwithstanding any other provisions of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

4. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

5. Status of Contractor.

- A. The Contractor and its agents and employees are independent contractors performing professional and contractual services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Due to the confidentiality of client records and the need to assess the client as soon as possible after adjudication, the County will provide office space to the Contractor. This office space may include furniture, record storage, telephone, computer and internet access. Basic office supplies will be the responsibility of the Contractor.

6. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

- B. Worker's Compensation as required by New Mexico law.
- C. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

7. Assignment.

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

8. Subcontracting.

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

9. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the State Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

10. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County from and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

11. Confidentiality.

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

B. The treatment provider, facility or program agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Original software applications developed by the contractor and the County. The County shall have unlimited license for the utilization of these programs.

13. Conflict of Interest.

Contractor warrants that it presently has no interest and will 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 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.

14. Amendment.

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

15. 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.

16. Notice.

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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the Agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

19. Applicable Law.

- A. This Agreement shall be governed by the laws of the State of New Mexico.
- B. The Contractor agrees to comply, at all times, with all applicable state and federal laws and regulations and any and all licensure requirements governing its program and facility.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

ATTEST:

Dave Kunko, County Clerk

Pecos Valley Teen Court

Tabitha Denny, Executive Director

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____