

# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 16-022

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of August 3, 2015  
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$314,326.00, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE SUB-AGREEMENT WITH FAMILIES & YOUTH, INC.; AND TO ADJUST THE FY16 BUDGET.

**PURPOSE(S) OF ACTION:**

Accept grant funding, ratify City Manager's signature, and adjust budget.

<b>COUNCIL DISTRICT:</b> N/A		
<b>Drafter/Staff Contact:</b> Amy Johnson Bassford	<b>Department/Section:</b> Financial Services / Grants Administration	<b>Phone:</b> 541-2281
<b>City Manager Signature:</b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The City of Las Cruces (City) submitted an application for grant funding to the State of New Mexico Children, Youth, and Families Department (CYFD) for continued operations of local programs falling under the purview of the State's Juvenile Justice Continuum Act. CYFD has notified the City that grant funding in the amount of \$314,326.00 has been awarded for FY2016. The City serves as the fiscal agent for the Doña Ana County Juvenile Justice Continuum, including all outlined activities related to that program. The City's Juvenile Citation Program (JCP) is funded in part by this grant, with the City providing a minimum of forty percent (40%) of the JCP's funding in cash and in-kind match. This grant also funds the Juvenile Assessment and Reporting Center (JARC) which is administered by Families & Youth, Inc. (FYI) which will meet their match requirement through in-kind contributions.

Funding will provide support for the following programs with a total budget of \$440,056.00 of which the State will provide \$314,326.00 and the City and its partners will match with \$125,730.00 with in-kind, City general funds, donations, or grant funds from non-Federal sources, as follows.

(Continue on additional sheets as required)

The JCP is a diversion program providing alternatives to probation, in order to focus on increasing personal responsibility and education of youth and parents to prevent recidivism through collaboration with the local juvenile justice system. This is a continuation grant that has been supported by the City Council since 2006. Funding received from CYFD is \$180,346.00 with a \$72,138.00 match.

The JARC is a comprehensive assessment facility that serves as the centralized point of entry into the Doña Ana County juvenile justice system. The goal of the center is to decrease juvenile crime in Doña Ana County by providing a comprehensive program of assessment and case management for juveniles arrested for violations that do not require secure detention. Funding received from CYFD is \$133,980.00 with a \$53,592.00 match, which is provided by FYI as the operator of the JARC.

The resolution provides administrative authority to the City Manager to approve any amendments to the agreement, if necessary in the future. The resolution also authorizes the creation of sub-agreements with all the outside partners for the other programs funded by the State grant (i.e. JARC). The City Manager's authority is limited to amendments to and signature on the City's behalf on any non-budgetary issues within the agreement and the sub-agreements.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", CYFD Grant Agreement.
3. Exhibit "B", Executed Sub-Agreement with FYI.
4. Exhibit "C", Budget Adjustment.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2412</u> in the amount of <u>\$314,326.00</u> for <u>FY16</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

(Continue on additional sheets as required)

**BUDGET NARRATIVE**

Grant funds will be deposited into Fund #2412 (Juvenile Citation Program) under projects #150C1, #150C2, and #150C4 to be used by the City in their role as fiscal agent for the Doña Ana County Juvenile Justice Continuum. The award functions on a reimbursement basis.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Juvenile Citation Program Fund (JCP)	24383010-VARIOUS-150C1	\$180,046.00	\$180,046.00*	\$0.00	N/A
Juvenile Citation Program Fund (JARC)	24383010-722190-150C2	\$133,980.00	\$133,980.00*	\$0.00	N/A
Juvenile Citation Program Fund (Mileage)	24383010-722190-150C4	\$300.00	\$300.00*	\$0.00	N/A
General Fund (JCP match)	10383100-VARIOUS-150C1	\$125,730.00	\$125,730.00*	\$0.00	N/A

\*Upon approved Budget Adjustment

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will authorize the City Manager to sign an agreement between the State of New Mexico CYFD and the City, on behalf of the Doña Ana County Juvenile Justice Continuum in the amount of \$314,326.00 for FY2016. The City serves as the fiscal agent on behalf of the continuum and uses these grant funds for the operations of the City's JCP.
2. Vote "No"; this will not authorize the City Manager to sign an agreement between the State of New Mexico CYFD and the City, on behalf of the Doña Ana County Juvenile Justice Continuum in the amount of \$314,326.00 for FY2016, which could jeopardize the continued operations of the City's JCP.
3. Vote to "Amend"; this will require direction from City Council to staff on how to proceed and could delay the process for continued services funded by the grant.
4. Vote to "Table"; this will required direction from City Council to staff on how to proceed and could delay the ability to continue services that are funded by the grant.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 16-022**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$314,326.00 ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE SUB-AGREEMENT WITH FAMILIES & YOUTH, INC.; AND TO ADJUST THE FY16 BUDGET.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) submitted a grant application to the State of New Mexico Children, Youth, and Families Department (CYFD) for continued funding for various juvenile justice programs in Doña Ana County; and

**WHEREAS**, the City serves as the fiscal agent for the Doña Ana County Juvenile Justice Continuum in accordance with the State's Juvenile Justice Continuum Act; and

**WHEREAS**, the CYFD has submitted an agreement for continued funding of the identified juvenile continuum activities for FY2016; and

**WHEREAS**, the CYFD agreement is necessary so that operations for the City's Juvenile Citation Program (JCP) and Families & Youth, Inc.'s (FYI) Juvenile Assessment and Reporting Center (JARC) can proceed without interruption.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the agreement between the City and the State of New Mexico CYFD in the amount of \$314,326.00, as shown in Exhibit "A", attached hereto and made part of this resolution, is accepted.

**(II)**

**THAT** the City Manager's signature is ratified on Agreement #16-690-18445 with

CYFD and the City Manager is hereby authorized to accept and approve future amendments, as may be necessary, excluding those that require amendment to the City's adopted budget, as it relates to the agreement with the State of New Mexico CYFD related to the Doña Ana County Juvenile Justice Continuum for FY2016.

**(III)**

**THAT** the City Manager's signature is ratified on the sub-agreement with FYI in the amount of \$133,980, as shown in Exhibit "B", attached hereto and made a part of this resolution, and the City Manager is hereby authorized to execute said sub-agreement on the City's behalf.

**(IV)**

**THAT** the FY16 budget is hereby adjusted as outlined in Exhibit "C", attached hereto and made part of this resolution.

**IV)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Smith: \_\_\_\_\_

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Levatino: \_\_\_\_\_

STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **City of Las Cruces**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

**WHEREAS**, the Agency is the state agency designated to receive and administer federal funds and the Agency desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I. Term of Agreement**

THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE DATE UPON WHICH IT IS EXECUTED BY AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **6/30/2016** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

**ARTICLE II. Scope of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

**ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **three hundred fourteen thousand three hundred twenty six dollars (\$314,326.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

**ARTICLE IV. Payment**

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation

within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

#### ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

#### ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such

action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**ARTICLE VII. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

**ARTICLE VIII. Maintenance of Records**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

**ARTICLE IX. Confidentiality**

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 Agency.

**ARTICLE X. Amendments**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

**ARTICLE XI. 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 Agency.

**ARTICLE XII. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**ARTICLE XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement.

**ARTICLE XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

**ARTICLE XV. Execution of Documents**

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

**ARTICLE XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the CYFD Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

**ARTICLE XVII. 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 assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any

program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**ARTICLE XVIII. Workers' Compensation**

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

**ARTICLE XIX. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**ARTICLE XX. New Mexico Employees Health Coverage**

*(Governmental entities are excluded from this provision)*

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

#### **ARTICLE XXI. Background Checks**

CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

#### **ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

#### **ARTICLE XXIII. Appropriations**

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

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor - [Signature]  
Authorized Signatory

Date: 6-18-15

City Manager  
Printed Title of Authorized Signatory

[Signature]  
Legal Counsel, Contractor  
City Attorney

Date: \_\_\_\_\_

**Agency – Children, Youth and Families Department**

Annette Romeo  
Secretary or Designee, CYFD

Date: 7/1/15

Approved as to legal form and sufficiency.

[Signature]  
Office of General Counsel, CYFD

Date: 6/24/15

**Attachment 1 – Scope of Work dated July 1, 2015**  
**City of Las Cruces**

**Goal:**

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

**Objective:**

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention in the City of Las Cruces and Doña Ana County for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

**Performance Measures:**

- A. The number of youth served in the programs;
- B. Number of youth completing all program requirements; and
- C. The number of youth who offend or re-offend while in the programs or offend or re-offend within 90 days of completing the programs.

**Activities:**

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Las Cruces and Doña Ana County to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

**Agreement No. 16-690-18445**

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
  2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
  3. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
  4. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
  5. Provide the Agency standardized progress reports monthly;
  6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
    - a. a year plan for sustainability of programs/services;
    - b. accomplishments/milestones achieved during this Agreement period;
    - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
    - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
  7. Attend meetings as required by the Agency.
- C. Contract with or hire for the following services and ensure that the related goals, objectives and performance measures are achieved:
1. **Juvenile Citation Program I (JCP I)**

**Goal:**

Reduce the rate of juvenile delinquency and divert youth from further involvement in the juvenile justice system.

**Objective:**

To provide a program in which juvenile status offenders, referred by the juvenile probation office, receive an intake assessment, including pre-test, and are required to complete a two-hour class on runaway prevention as well as ten hours of independent community service.

**Performance Measures:**

- a. Number and demographics of youth referred to the program;
- b. Number of youth completing the intake assessment and pre-test;
- c. Number of youth who successfully complete the two-hour class;
- d. Number of youth who complete the ten hours of community service; and
- e. Number of youth who do not reoffend in the 90 days after completing the program.

**2. Juvenile Citation Program II (JCP II)****Goal:**

Reduce the rate of juvenile delinquency and divert youth from further involvement in the juvenile justice system.

**Objective:**

To provide a program in which clients referred receive an intake assessment and complete eight hours of gender specific group education, twelve hours of community service and five hours of family education.

**Performance Measures:**

- a. Number and demographics of youth referred to the program;
- b. Number of youth who complete the intake assessment;
- c. Number of youth who complete all required program activities;
- d. Number of youth and families who complete all hours of family education; and
- e. Number of youth who do not reoffend in the 90 days after completing the program.

**3. Juvenile Citation Program III (JCP III)****Goal:**

Reduce the rate of juvenile delinquency and divert youth from further involvement in the juvenile justice system.

**Objective:**

To provide a twelve week program to youth that includes an intake assessment, four hours of weekly gender specific education on social skills and decision making; and community services hours as required..

**Performance Measures:**

- a. Number and demographics of youth referred to the program;

- b. Number of youth who complete the intake assessment;
- c. Number of youth who complete all required program activities;
- d. Number of youth and families who complete the required community services hours; and
- e. Number of youth who do not reoffend in the 90 days after completing the program.

4. **Juvenile Assessment Reporting Center (JARC)**

**Goal:**

Reduce the rate of juvenile delinquency and divert youth from further involvement in the juvenile justice system.

**Objective:**

To provide comprehensive assessment and case management services to youth arrested for a delinquent act who do not meet the criteria for secure detention and whose parent/guardian is not available to take immediate custody, as well as at risk youth who are referred for assessment. The JARC will have staff available 24/7 who will provide functional assessments for each youth to create an individual referral/service plan through the use of the Juvenile Inventory for Functioning screen.

**Performance Measures:**

- a. Number and demographics of youth referred to the program;
- b. Number of Juvenile Inventory for Functioning screens completed;
- c. Number of referrals made to community based services; and
- d. Number of clients who access the services identified in the service plans.

**Duties and Responsibilities:**

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

**Agreement No. 16-690-18445**

- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
  - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
  - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program will be submitted within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

- N. Communication and details concerning this Agreement shall be directed to the following representative:

<u>Agency</u>	<u>Contractor</u>
Janet M. Musolf JJAC Program Manager Children, Youth and Families Department PO Drawer 5160, Room 542 Santa Fe, NM 87502 (P) 505-709-8453	Maricela Ortiz Accountant City of Las Cruces PO Box 20000 Las Cruces, NM 88004 (P) 575-541-2081

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- S. If this Agreement results in any copyrightable material or inventions, the Agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- T. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- U. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**Agreement No. 16-690-18445**

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
  1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
  2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
  3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

**Attachment 2 – Budget dated July 1, 2015**  
**City of Las Cruces**

FY 2016	JCP I, II and III	JARC	Continuum	Totals
Personnel	\$180,046			\$180,046
Benefits				\$0
Contractual		\$133,980		\$133,980
Travel				\$0
Supplies				\$0
Other Costs				\$0
Youth Committee			\$300	\$300
<b>Totals:</b>	<b>\$180,046</b>	<b>\$133,980</b>	<b>\$300</b>	<b>\$314,326</b>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$ 314,326.00
40% Minimum Match Liability for City of Las Cruces	<u>125,730.00</u>
Projected Budgeted Amount	\$ 440,056.00

\*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**FUNDING INFORMATION:**

**Federal Grant:**

CFDA Number: 16.523  
DUNS Number: 10-227-3070

Department of Justice Juvenile Accountability Block Grant  
Grant Number: 2012-JB-FX-0051      \$ 33,031

Department of Justice Juvenile Accountability Block Grant  
Grant Number: 2013-JB-FX-0056      \$ 160,073

**Juvenile Continuum Grant Fund:**                      \$ 121,222

**Total Funds:**    \$ 314,326

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

*Revised September 3, 2013*

*Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.*

## ADMINISTRATIVE STANDARDS

### For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes;
  - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall included, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

### For All Contractors

#### Personnel

## Agreement No. 16-690-18445

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
  - a. Job description;
  - b. Initial application/resume;
  - c. Documentation of reference letters;
  - d. Result of employment investigation;
  - e. Background checks;
    1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
  - f. Education/experience required;
  - g. Wage and salary information;
  - h. Job performance evaluation;
  - i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
  - j. Incident reports;

- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

#### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

### FISCAL STANDARDS

#### For All Contractors

##### Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

##### Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

**Agreement No. 16-690-18445**

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;
  - d. Bank reconciliations;
  - e. Separation of duties;
  - f. Accounting system;
  - g. Travel;
  - h. Cost allocation method;
  - i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

**NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.**

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and

**Agreement No. 16-690-18445**

run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
  - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
  
3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
  - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
  
4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
  - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a

**Agreement No. 16-690-18445**

minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department  
 Contract/Audit Unit  
 P.O. Box 5160  
 Santa Fe, NM 87502

**SOURCE SHEET****ADMINISTRATIVE REQUIREMENTS**

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

**COST PRINCIPLES**

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

**Attachment 4 – Business Associate Agreement**

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.



**State of New Mexico  
Purchase Order**

PO Number to be on all Invoices and Correspondence  
**Dispatch via Print**

**Children, Youth & Family Dept**

P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

**Vendor:** 0000054342  
LAS CRUCES, CITY OF  
ATTN: ACCOUNTING  
P O BOX 20000  
LAS CRUCES NM 88004

<b>Purchase Order</b> 69000-0000049455	<b>Date</b> 07/06/2015	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way	
<b>Buyer</b> DAVID F. JARAMILLO		<b>Phone</b> 505/827-3820	

**Ship To:** 1120 PASEO DE PERALTA, ROOM 212  
SANTA FE NM 87502  
United States

**Bill To:** P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

<b>Origin:</b> EXE	<b>Excl/Excl #:</b> 13-1-98A	<b>Mfg ID</b>	<b>Quantity UOM</b>	<b>PO Price</b>	<b>Extended Amt</b>	<b>Due Date</b>
--------------------	------------------------------	---------------	---------------------	-----------------	---------------------	-----------------

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	To provide a continuum of graduated sanction and alternative to detention services to juvenile offenders and youth at risk of involvement in the juvenile justice system.		1.00 EA	121,222.00	121,222.00	07/06/2015
	69000-20090-3200020000-535300- -005217- - -116-50000				<u>121,222.00</u>	
	<b>Schedule Total</b>				<u>121,222.00</u>	
	Contract ID: 0000000000000000000018445		Contract Line: 0	Release: 1		
	<b>Item Total</b>				<u>121,222.00</u>	
2- 1	To provide a continuum of graduated sanction and alternative to detention services to juvenile offenders and youth at risk of involvement in the juvenile justice system.		1.00 EA	33,031.00	33,031.00	07/06/2015
	69000-84102-3200020000-535300- -006212- - -116-50000				<u>33,031.00</u>	
	<b>Schedule Total</b>				<u>33,031.00</u>	
	Contract ID: 0000000000000000000018445		Contract Line: 0	Release: 2		
	<b>Item Total</b>				<u>33,031.00</u>	
3- 1	To provide a continuum of graduated sanction and alternative to detention services to juvenile offenders and youth at risk of involvement in the juvenile justice system.		1.00 EA	160,073.00	160,073.00	07/06/2015
	69000-84102-3200020000-535300- -006213- - -116-50000				<u>160,073.00</u>	
	<b>Schedule Total</b>				<u>160,073.00</u>	
	Contract ID: 0000000000000000000018445		Contract Line: 0	Release: 3		
	<b>Item Total</b>				<u>160,073.00</u>	

Copy of agreement attached to PO dj 07/06/15

**Total PO Amount** 314,326.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

\_\_\_\_\_

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION  
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. **GENERAL:** When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
  - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **STATE FURNISHED PROPERTY:** State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **TAXES:** The unit price shall exclude all State taxes.
10. **PACKING, SHIPPING AND INVOICING:**
  - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **NON-COLLUSION:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. **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 bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. **PAYMENT FOR PURCHASES:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **WORKERS COMPENSATION:** The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **PAY EQUITY RECORDING:** The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>

## AGREEMENT

**THIS SUB-AGREEMENT, #16-150B2** is entered into by and between the **City of Las Cruces**, a government entity, hereinafter referred to as the “Agency” and **Families & Youth, Inc.**, a non-profit corporation, hereinafter referred to as the “Contractor.”

**WHEREAS**, all terms and conditions of the RFI: 13-690-00-10811 and the Contractor’s response to such document(s) have met the agency requirements.

**WHEREAS**, the Agency is the government entity designated to receive and administer federal funds from the State of New Mexico Children, Youth and Families Department and the Agency desires to engage and the contractor is willing to provide the services outlined pursuant to the Article II - Scope of Work.

**WHEREAS**, the Agency desires to engage and the Contractor is willing to provide certain portions of the Agency’s program.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

### **ARTICLE I. Term of Agreement**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2016**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

### **ARTICLE II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “Attachment 1 – Statement of Work” and incorporated herein by reference, unless amended or terminated pursuant to Article VI, (Termination of Agreement), or article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

### **ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred thirty three thousand nine hundred eighty dollars (**\$133,980.00**). The annual budget is attached hereto as “**Attachment 2 - Budget**” and incorporated herein by reference.

### **ARTICLE IV. Payment**

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and

vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within ten (10) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

#### **ARTICLE V. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

#### **ARTICLE VI. Termination of Agreement**

A. Grounds. The Agency may terminate the Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within the (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination, provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for per-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any

further obligation for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) Comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practical.

#### **ARTICLE VII. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

#### **ARTICLE VIII. Maintenance of Records**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3, Administrative and Fiscal Standards**, unless the Contractor demonstrates in writing, with written approval from CYFD, that any specific standard is inapplicable to such Contractor.

#### **ARTICLE IX. Confidentiality**

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 Agency.

#### **ARTICLE X. Amendments**

A. This Agreement shall not be altered, changed, or amended except by instrument, in writing, executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other consideration, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

**ARTICLE XI. 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 Agency.

**ARTICLE XII. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**ARTICLE XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement.

**ARTICLE XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

**ARTICLE XV. Execution of Documents**

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

**ARTICLE XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the CYFD Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Section 19 Records and Financial Audit of this agreement.

**ARTICLE XVII. 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

assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **ARTICLE XVIII. Workers' Compensation**

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

#### **ARTICLE XIX. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **ARTICLE XX. New Mexico Employees Health Coverage**

*(Governmental entities are excluded from this provision.)*

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain

for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 in the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

#### **ARTICLE XXI. Background Checks**

CYFD Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The Contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

#### **ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996**

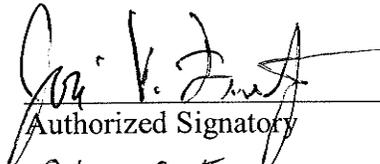
The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

#### **ARTICLE XXIII. Appropriations**

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

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

**Contractor**

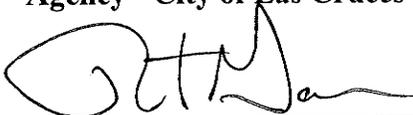
  
\_\_\_\_\_  
Authorized Signatory  
*Chief Executive Officer*  
Printed Title of Authorized Signatory

Date: 6.24.15

\_\_\_\_\_  
Legal Counsel, Contractor

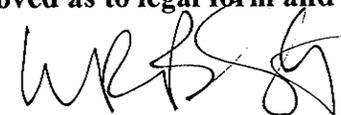
Date: \_\_\_\_\_

**Agency - City of Las Cruces**

  
\_\_\_\_\_  
City Manager or Designee, CLC

Date: 7/12/15

**Approved as to legal form and sufficiency.**

  
\_\_\_\_\_  
~~Office of General Counsel, CLC~~  
City Attorney

Date: 8 July 2015

**Attachment 1 – Statement of Work**  
**City of Las Cruces**

**Goal:**

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

**Objective:**

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention in the City of Las Cruces for youth who have been arrested or referred to the juvenile probation office or are at-risk of such referral.

**Performance Measures:**

- A. The number of youth served in the programs.
- B. Number of youth completing all program requirements.
- C. The number of youth who offend or re-offend while in the programs or offend or re-offend within 90 days of completing the programs.

**Activities:**

Hire for the following services and ensure that the related goals, objectives and performance measures are achieved:

**Juvenile Assessment Reporting Center (JARC) –**

**Goal:** Reduce the rate of juvenile delinquency and divert youth from further involvement in the juvenile justice system.

**Objectives:** To provide comprehensive assessment and case management services to youth arrested for a delinquent act who do not meet criteria for secure detention and whose parent/guardian is not available to take immediate custody as well as at-risk youth who are referred for assessment. The center will have staff available 24- hours a day, 7 days a week who will provide functional assessments for each youth to create an individualized referral/service plan through the use of the Juvenile Inventory For Functioning screen.

**Performance Measures:**

- A. Number and demographics of youth referred to the program.
- B. Number of Juvenile Inventory For Functioning screens completed.
- C. Number of referrals made to community based agencies.
- D. Number of clients who access the services identified in the service plans.

## Duties and Responsibilities

### The Contractor Shall:

- A. Ensure that the Juvenile Assessment & Reporting Center (JARC) meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal law.
- B. The Contractor agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities.
- C. The Contractor understands the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and training as required by the Agency.
- F. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- G. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within ninety (90) days, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- H. Submit reimbursements to the Agency no later than ten (10) days after the end of each month. At a minimum, payment documentation must include:
  - A. The approved CYFD Invoice;
  - B. The approved CYFD Expenditure Report;
  - C. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, timesheets, payroll registers, budget details, or copies of checks.
- I. Submit monthly programmatic reports no later than ten (10) days after the end of each month. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.
- J. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program will be submitted within ten (10) days of the termination date of this agreement. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.
- L. The Contractor agrees to comply with any additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final Budget Adjustment Requests must be

submitted to the Agency no later than 30 days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

**The Agency Shall:**

- A. Reimburse the Contractor for verified services provided and incurred costs as stated in "Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in **Attachment 2 – Budget** shall revert unless otherwise allowed by the Agency in writing.
- D. Review:
  - 1. Programs for accomplishment of Outcomes and Performance Measures as set forth in this agreement.
  - 2. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

<b>Juvenile Assessment &amp; Reporting Center</b>	
PERSONNEL	0
BENEFITS	0
CONTRACTUAL	\$133,980
TRAVEL	0
SUPPLIES	0
OTHER COSTS	0
<b>TOTAL</b>	<b>\$133,980</b>

### **Attachment 2 – Budget**

The Contractor shall be required to demonstrate that at least forty percent of the cost of the proposed project will be paid with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as grant funds and must be reported on the monthly invoices.

\*Per diem, mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

### **FUNDING INFORMATION:**

Federal Grant  
 Juvenile Accountability Block Grant  
 Grant Number: 2012-JB-FX-0051  
 DUNS Number: 10-227-3070  
 CFDA Number: 16.523

General Fund

**Attachment 3**

**ADMINISTRATIVE  
AND  
FISCAL STANDARDS**

**For Sole Proprietors,  
For Non-Profit Organizations,  
Local Bodies of Government,  
And  
For-Profit Incorporated Entities**

*Revised September 3, 2013*

## ADMINISTRATIVE STANDARDS

*Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.*

### ADMINISTRATIVE STANDARDS

#### For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes;
  - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

## **For all Contractors**

### **Personnel**

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
  - a. Job description;
  - b. Initial application/resume;
  - c. Documentation of reference letters;
  - d. Result of employment investigation;
  - e. Background checks;
    1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
  - f. Education/experience required;
  - g. Wage and salary information;
  - h. Job performance evaluation;

- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

#### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

### **FISCAL STANDARDS**

#### **For All Contractors**

##### Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

##### Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims

arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

#### Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;
  - d. Bank reconciliations;
  - e. Separation of duties;

- f. Accounting system;
- g. Travel;
- h. Cost allocation method;
- i. Accounting policies for donations.

### Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

### Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

### Audits

**NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.**

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
  
2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
  
  - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
  
3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
  
  - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
  
4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:  
Children, Youth and Families Department  
Contract/Audit Unit  
P.O. Box 5160  
Santa Fe, NM 87502

## SOURCE SHEET

### ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

### COST PRINCIPLES

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

### AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

**Attachment 4 – Business Associate Agreement**

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.



**CITY OF LAS CRUCES**  
**Fund Summary**

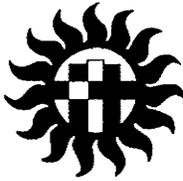
FUND	DIVISION		FUND TYPE	
Juvenile Citation Program Fund 2412	Parks & Recreation		Special Revenue Funds	
	2014-15 Prelim Actual	2015-16 Adopted	2015-16 Adjustment	2015-16 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>Revenues</b>				
State Grants	280,725	314,326	0	314,326
Operating Transfers In	0	0		0
<b>Total Revenues</b>	<u>280,725</u>	<u>314,326</u>	<u>0</u>	<u>314,326</u>
<b>TOTAL RESOURCES</b>	<u>\$ 280,725</u>	<u>314,326</u>	<u>0</u>	<u>314,326</u>
<b>Expenditures</b>				
Parks & Recreation				
150B1 - CLC-JUVENILE CITATION PRG CYFD 2014	162,587	180,046	(180,046)	0
150B2 - FYI-JUVENILE ASSESSMENT CTR CYFD'14	118,138	133,980	(133,980)	0
150B3 - JJC	0	0		0
150B4 - JJC MILEAGE CYFD 2016	0	300	(300)	0
150C1 - CLC-JUVENILE CITATION PRG CYFD 2016	0	0	180,046	180,046
150C2 - FYI-JUVENILE ASSESSMENT CTR CYFD'16	0	0	133,980	133,980
150C4 - JJC MILEAGE CYFD 2016	0	0	300	300
Community Development				
150B1 - CLC-JUVENILE CITATION PRG CYFD 2014	0	0		0
150B2 - FYI-JUVENILE ASSESSMENT CTR CYFD'14	0	0		0
Operating Transfers Out	0	0		0
<b>Total Expenditures</b>	<u>\$ 280,725</u>	<u>314,326</u>	<u>0</u>	<u>314,326</u>
Accrual Adjustments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>ENDING BALANCE</b>	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>

187  
BUDGET ADJUSTMENT REQUEST (BAR)

<u>Department and Section</u>		<u>Permanent or Temporary</u>			<u>EXHIBIT "C"</u>	
Parks & Recreation/Juvenile Citation		Temporary			<u>Council/Board Resolution No.</u>	
<b>Justification for Request</b>						
A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$314,326, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE SUB-AGREEMENT WITH FAMILIES & YOUTH, INC; AND TO ADJUST THE FY 2016 BUDGET.						
<b>MUNIS Comment:</b> TO ACCEPT CYFD GRANT FUNDS						
Veronica MacGregor		541-2022			FY 2016	8/3/2015
<b>Prepared by</b>		<b>Phone No.</b>			<b>FY to be Adjusted</b>	<b>Date</b>
Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
2412	24380010	552002	150B1	NM CHILDREN YOUTH & FAMILIES		180,046
2412	24383010	610102	150B1	CLASSIFIED		158,310
2412	24383010	610103	150B1	REGULAR PART TIME		21,736
2412	24380010	552002	150B2	NM CHILDREN YOUTH & FAMILIES		133,980
2412	24383010	722190	150B2	PURCHASED SERVICES GENERAL		133,980
2412	24380010	552002	150B4	NM CHILDREN YOUTH & FAMILIES		300
2412	24383010	722190	150B4	PURCHASED SERVICES GENERAL		300
2412	24380010	552002	150C1	NM CHILDREN YOUTH & FAMILIES	180,046	
2412	24383010	610102	150C1	CLASSIFIED	158,310	
2412	24383010	610103	150C1	REGULAR PART TIME	21,736	
2412	24380010	552002	150C2	NM CHILDREN YOUTH & FAMILIES	133,980	
2412	24383010	722190	150C2	PURCHASED SERVICES GENERAL	133,980	
2412	24380010	552002	150C4	NM CHILDREN YOUTH & FAMILIES	300	
2412	24383010	722190	150C4	PURCHASED SERVICES GENERAL	300	
1000	10383100	610101	150B1	ADMINISTRATION		43,789
1000	10383100	610102	150B1	CLASSIFIED		14,330
1000	10383100	610103	150B1	REGULAR PART TIME		988
1000	10383100	610111	150B1	CONTRACT EMPLOYEES		12,667
1000	10383100	620100	150B1	PERA		33,170
1000	10383100	620210	150B1	FICA SOCIAL SECURITY		15,613
1000	10383100	620220	150B1	FICA MEDICARE		3,656
1000	10383100	620230	150B1	WORKERS COMPENSATION		70
1000	10383100	620406	150B1	RETIREMENT HEALTH CARE INS		3,765
1000	10383100	620410	150B1	HEALTH INS		25,000
1000	10383100	620420	150B1	LIFE AND DISABILITY INS		780
1000	10383100	620440	150B1	DENTAL INS		4,040

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
1000	10383100	721050	150B1	MAINTENANCE AGREEMENTS		400
1000	10383100	722108	150B1	PRINTING		535
1000	10383100	722190	150B1	PURCHASED SERVICES GENERAL		4,950
1000	10383100	724190	150B1	TRAVEL GENERAL		5,500
1000	10383100	724630	150B1	TRAINING MATERIALS GENERAL		2,000
1000	10383100	726350	150B1	TELEPHONE CELL PHONES		1,200
1000	10383100	730110	150B1	SUPPLIES GENERAL		800
1000	10383100	730420	150B1	MINOR COMPUTER EQUIPMENT		3,180
1000	10383100	730610	150B1	PROGRAM FOOD PURCHASES		500
1000	10383100	610101	150C1	ADMINISTRATION	43,789	
1000	10383100	610102	150C1	CLASSIFIED	14,330	
1000	10383100	610103	150C1	REGULAR PART TIME	988	
1000	10383100	610111	150C1	CONTRACT EMPLOYEES	12,667	
1000	10383100	620100	150C1	PERA	33,170	
1000	10383100	620210	150C1	FICA SOCIAL SECURITY	15,613	
1000	10383100	620220	150C1	FICA MEDICARE	3,656	
1000	10383100	620230	150C1	WORKERS COMPENSATION	70	
1000	10383100	620406	150C1	RETIREMENT HEALTH CARE INS	3,765	
1000	10383100	620410	150C1	HEALTH INS	25,000	
1000	10383100	620420	150C1	LIFE AND DISABILITY INS	780	
1000	10383100	620440	150C1	DENTAL INS	4,040	
1000	10383100	721050	150C1	MAINTENANCE AGREEMENTS	400	
1000	10383100	722108	150C1	PRINTING	535	
1000	10383100	722190	150C1	PURCHASED SERVICES GENERAL	4,950	
1000	10383100	724190	150C1	TRAVEL GENERAL	5,500	
1000	10383100	724630	150C1	TRAINING MATERIALS GENERAL	2,000	
1000	10383100	726350	150C1	TELEPHONE CELL PHONES	1,200	
1000	10383100	730110	150C1	SUPPLIES GENERAL	800	
1000	10383100	730420	150C1	MINOR COMPUTER EQUIPMENT	3,180	
1000	10383100	730610	150C1	PROGRAM FOOD PURCHASES	500	
<b>Totals</b>					<b>\$805,585</b>	<b>\$805,585</b>

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			<i>For use by Administration and Office of Mgmt &amp; Budget</i>		
_____ Administrator / Manager			_____ Date		
_____ Director			_____ Date		
<b>For use by Office of Mgmt &amp; Budget</b>			_____ Date		
<i>Revised 5/05/2015</i>			_____ Date		
_____ Budget Adjustment Number			_____ Date		
_____ Posted By			_____ Date		
_____ Date			_____ Date		
_____ JE#			_____ Date		
_____ Period:			_____ Date		
_____ Budget and Grant Manager			_____ Date		



# City of Las Cruces®

PEOPLE HELPING PEOPLE

16

## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of August 3, 2015  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$314,326.00, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE SUB-AGREEMENT WITH FAMILIES & YOUTH, INC.; AND TO ADJUST THE FY16 BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes  No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Amy Johnson Bassford		541-2281	7/16/15
Financial Services Director Victoria Fredrick		541-2280	7/16/15
Parks and Recreation Director Mark Johnston		541-2557	7/16/15
Management & Budget Manager Robert Lundien		541-2107	7/20/15
Assistant City Manager /CAO Mark Winson		541-2100	7/20/15
Assistant City Manager/COO Daniel Avila		541-2100	7/23/15
City Attorney Wm. "Rusty" Babington		541-2128	27 July 2015
Interim City Clerk Linda Lewis		541-2116	7-27-15