



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 2 Ordinance/Resolution# 17-083

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

For Meeting of November 7, 2016  
(Adoption Date)

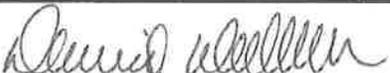
Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: ALTERNATIVE SENTENCING PROGRAM CONTRACT #17-072 FOR THE CITY'S JUVENILE CITATION PROGRAM; GRANTING AGENCY: DOÑA ANA COUNTY (DAC); TOTAL GRANT AWARD OF \$41,354.00.

### PURPOSE(S) OF ACTION:

To accept the grant agreement and adjust the City budget and CIP, as applicable.

<b>COUNCIL DISTRICT: ALL</b>		
<b>Drafter/Staff Contact:</b> Amy Johnson Bassford	<b>Department/Section:</b> Finance/Grants	<b>Phone:</b> 575-541-2281
<b>City Manager Signature:</b>		

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing. Also, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding.

The Grants staff works with City department personnel to process the grant agreements when provided notice by the granting agency and to ensure the departments are able to meet the conditions of the grant award. The nature of grant funding agreements is similar in most cases; therefore, the grant agreements listed in Exhibit "A" of this proposed resolution can be accepted together.

The request for City Council is to: 1) accept all the grant agreements listed in Exhibit "A"; and 2) amend the budget showing receipt of these new funds for the current fiscal year (FY2017). Additionally, the City is required to maintain a CIP that lists all capital improvement projects that City Council has authorized on the City's behalf. This action will, therefore, also approve the addition of any of the grant agreements which involve capital improvements to the current FY2017 CIP, as necessary. Once accepted these funds will be used by the departments listed in Exhibit "A" for the scope of work as defined by each grant agreement.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Listing of Grant Agreements to be accepted.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C", Grant Agreement.

**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>  See Exhibit "B"	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2100</u> in the amount of <u>\$41,354.00</u> for FY2017.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funds in the amount of \$41,354.00, will be deposited into Fund 2100, (Special Revenue Reimb Grants), under project number 11569 to be used for the City's Juvenile Citation Program.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Special Revenue Reimb Grants	25215000-Various-11569	\$41,354.00	\$41,354.00*	\$0.00	N/A

\* Pending approved budget adjustment.

(Continue on additional sheets as required)

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the resolution to accept the grant agreement presented and adjust the City's FY2017 budget and FY2017 CIP, as applicable.
2. Vote "No"; this will not approve the resolution to accept the grant agreement presented and return the funds to the granting agency.
3. Vote to "Amend"; will delay the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds will be returned to the granting agency.

**REFERENCE INFORMATION:**

N/A



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

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

For Meeting of November 7, 2016  
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: ALTERNATIVE SENTENCING PROGRAM CONTRACT #17-072 FOR THE CITY'S JUVENILE CITATION PROGRAM; GRANTING AGENCY: DOÑA ANA COUNTY (DAC); TOTAL GRANT AWARD OF \$41,354.00.

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>[Signature]</i>	X2281	10-6-16
Department Director	<i>[Signature]</i>	X2080	10/6/16
Other	<i>[Signature]</i>	X2350	10/7/16
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i>	X2042 X2022	10/7/16 10/7/16
Assistant City Manager/COO	<i>[Signature]</i>		10/10/16
City Attorney	<i>[Signature]</i>	EXT 2128	11 OCT 2016
City Clerk	<i>[Signature]</i>	X2115	10-14-16

RESOLUTION NO. 17-083

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: ALTERNATIVE SENTENCING PROGRAM CONTRACT #17-072 FOR THE CITY'S JUVENILE CITATION PROGRAM; GRANTING AGENCY: DOÑA ANA COUNTY (DAC); TOTAL GRANT AWARD OF \$41,354.00.**

The City Council is informed that:

**WHEREAS**, the City has received notice of grant awards for various City departments; and

**WHEREAS**, these grants will be used as designated in the scope of work and within the specified time period as shown in the attached grant agreements.

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

**(I)**

**THAT** the City hereby accepts all the grant agreements as shown in the Grant Acceptance Summary, Exhibit "A", attached hereto and made part of this resolution.

**(II)**

**THAT** the City Manager's or Mayor's signature, as required by the granting agency, is hereby ratified on the attached grant agreements, as shown in Exhibit "C", attached hereto and made a part of this resolution.

**(III)**

**THAT** the FY2017 adopted budget is hereby amended, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

THAT the 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:

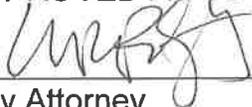
\_\_\_\_\_  
City Clerk

(SEAL)

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

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

APPROVED AS TO FORM:

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

VOTE:  
Mayor Miyagishima: \_\_\_\_\_  
Councillor Gandara: \_\_\_\_\_  
Councillor Smith: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Eakman: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Levatino: \_\_\_\_\_

**GRANT ACCEPTANCE SUMMARY**

*Exhibit #:* C

*Grant Title:* **Alternative Sentencing Program**

*Department:* Parks & Recreation - Juvenile Citation Program

*Grant/Agreement #:* 17-072

*Grant Type:* Other Operating

*Granting Agency:* Dona Ana County

*Grant Amount:* \$ 41,354.00

*Cash Match Amount:* \$ 0.00

*Total Grant Project Amount:* \$ 41,354.00

*In-Kind Match Amount:* \$ 0.00

*Grant Start Date:* 09/21/2016

*Grant End Date:* 06/30/2017

*Grant Agreement Signer Authority:*  City Manager  Mayor

*CIP Project Amendment Needed:*  Yes  No

*Use of Funds Description:*

The City was awarded funding from Dona Ana County, Contract #17-072, in the amount of \$41,354.00, with no local match required. Funds will be used to expand the City's Juvenile Citation Program Level II and Level III classes to provide the classes in Anthony, NM. The funding will increase the number of youths served by 45 individuals.

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**CITY OF LAS CRUCES**  
**BUDGET ADJUSTMENT REQUEST**  
**BUDGET FISCAL YEAR 2016-17**

*Exhibit "B"*

	2100 SPECIAL REVENUE REIMB GRANTS			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
<b>RESOURCES</b>				
Beginning Balance	\$ 1,546	1,546	0	1,546
<b>Revenues</b>				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,188,647	1,188,647	0	1,188,647
State Grants	973,557	953,663	0	953,663
Local Grants	15,843	34,543	41,354	75,897
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
<b>Total Revenues</b>	<b>2,178,047</b>	<b>2,176,853</b>	<b>41,354</b>	<b>2,218,207</b>
<b>TOTAL RESOURCES</b>	<b>\$ 2,179,593</b>	<b>2,178,399</b>	<b>41,354</b>	<b>2,219,753</b>
<b>Expenditures</b>				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	1,233,430	1,233,430	0	1,233,430
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	0	0	0	0
Transportation	0	0	0	0
Parks & Recreation	379,874	359,086	41,354	400,440
Community Development	406,340	406,340	0	406,340
Community & Cultural Services	158,403	162,997	0	162,997
Public Works	0	15,000	0	15,000
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
<b>Total Expenditures</b>	<b>\$ 2,178,047</b>	<b>2,176,853</b>	<b>41,354</b>	<b>2,218,207</b>
Accrual Adjustments	0	0	0	0
<b>ENDING BALANCE</b>	<b>\$ 1,546</b>	<b>1,546</b>	<b>0</b>	<b>1,546</b>

**BUDGET ADJUSTMENT REQUEST (BAR)**

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<u>Department and Section</u>	<u>Permanent or Temporary</u>		
Parks & Recreation/Youth Services	Temporary	<u>Council/Board Resolution No.</u>	

**Justification for Request**

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY 2017 BUDGET AND, AS APPLICABLE, THE FY 2017 CAPITAL IMPROVEMENT PLAN FOR THE FOLLOWING: PROJECT NAME: ALTERNATIVE SENTENCING PROGRAM CONTRACT #17-072 FOR THE CITY'S JUVENILE CITATION PROGRAM; GRANTING AGENCY: DONA ANA COUNTY; TOTAL GRANT AWARD OF \$41,354.

**MUNIS Comment:** ACCEPT GRANT AWARD

<u>Prepared by</u>	<u>Phone No.</u>	<u>FY to be Adjusted</u>	<u>Date</u>
Veronica MacGregor	541-2022	FY 2017	10/6/2016

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
2100	25215000	599300	11569	LOCAL & OTHER GRANTS	41,354	
2100	25215000	721080	11569	PURCHASED SERVICES GENERAL	41,354	
<b>Totals</b>					\$82,708	\$0

<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>		
<u>Administrator / Manager</u>	<u>Date</u>	<u>Audrey Evins, CPA, CFA, Interim ACM/CAO</u>	<u>Date</u>		
<u>Director</u>	<u>Date</u>	<u>Daniel Avila, PE, ACM/COO</u>	<u>Date</u>		
<b>For use by Office of Mgmt &amp; Budget</b>					
<i>Revised 6/20/2016</i>					
<u>Budget Adjustment Number</u>	<u>Posted By</u>	<u>Date</u>			
<u>Period:</u>	<u>JE#</u>		<u>Budget and Grant Manager</u>		<u>Date</u>

CONTRACT # 17-072  
 Effective Date: 21 Sep 16

**DOÑA ANA COUNTY CONTRACT FOR GOODS AND SERVICES**

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

**Contractor Legal Name:** City of Las Cruces

**Services Summary Description:** Alternative Sentencing Program

**Initial Period of Performance shall be through:** June 30, 2017

**Pre-GRT, Total Annual Charges to this contract may not exceed:** \$41,354.00

This Contract complies with New Mexico and County procurement requirements as follows:

- RFP # \_\_\_\_\_,  Under \$50,000/yr **or**  BOCC approval date \_\_\_\_\_
- Bid # \_\_\_\_\_,  Under \$50,000/yr **or**  BOCC approval date \_\_\_\_\_
- "Qualified" Professional Service, Under \$50,000 annually. Qualifications attached.
- Three Written Quotes under \$30,000 annually,  Quotes under \$10,000 annually.
- Other: Revenue; non-financial MOA; or Government to Government

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

**NOTICES:** All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor: City of Las Cruces
Department: Health and Human Services	ATTN: David Dollahon
ATTN: Jenny Torres	Title: Interim City Manager
Street: 845 N. Motel Blvd.	Street: PO Box 2000
City, State, Zip: Las Cruces, NM 88007	City, State, Zip: Las Cruces, NM 88004
Phone: 575-525-5853	Phone: 575 541 2076
Fax: 575-525-5922	Fax: 575 541 2183
Cell:	Cell:
Email: jennyt@donaanacounty.org	Email: ddollahon@las-cruces.org

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:** For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

**ARTICLE 2 - CONTRACT DOCUMENTS:** The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

**ARTICLE 3 - PERIOD OF PERFORMANCE:** The period of performance of this Contract shall commence N/A or date of last signature, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to N/A additional years, not to exceed a total of N/A years.

**ARTICLE 4 - PLACE OF PERFORMANCE:** The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

**ARTICLE 5 - COST AND PAYMENT:** The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS:** This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 8 - BINDING EFFECT OF CONTRACT:** Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW:** This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION:** Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 11 - CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

**ARTICLE 13 - HIPAA COMPLIANCE:** As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

**ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

**Non-Governmental Entity** The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

**ARTICLE 15 - INDEPENDENT CONTRACTOR:** Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

**ARTICLE 16 - INSURANCE:** For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

**Required Insurance:** As specified in the RFP, BID documents or Attachment A.

**ARTICLE 17 - KEY PERSONNEL:** The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

**ARTICLE 18 - MEDIATION:** In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

**ARTICLE 19 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 20 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 21 - NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 23 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 24 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

**ARTICLE 25 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 26 - PROPRIETARY INFORMATION:** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 27 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of seven (7) years after the ending date of this contract.

**ARTICLE 28 - RELEASE:** The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 29 - SEVERABILITY:** If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

**ARTICLE 30 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**Governmental Entity:** By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

**ARTICLE 31 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

**ARTICLE 32 - TERMINATION:** The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 33 - THIRD PARTY BENEFICIARY:** It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 34 - WAIVER:** Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

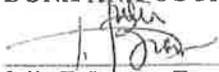
**ARTICLE 35 - DUPLICATE ORIGINALS:** This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

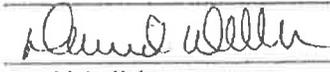
**SIGNATURES:**

**IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.**

**DOÑA ANA COUNTY:**

**City of Las Cruces**

  
 Julia T. Brown, Esq.  
 County-Manager

  
 David Dollahon  
 Interim City Manager

Date: 9/21/16

Date: 9/15/2016

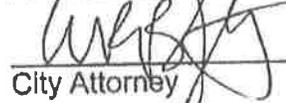
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Contractor's NM Taxation and Revenue Department ID Number: 01406383002

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work	✓		Required all Contracts
Attachment B - Cost per Unit Service			Required all Contracts
Attachment C - Contribution Disclosure			Required all Contracts
Attachment D - Related Party Disclosure			Required all Contracts
Attachment E - Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G - Insurance Certificates			By Attachment A Specifications
Attachment H - 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I - Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

APPROVED AS TO FORM:

  
 City Attorney

**ATTACHMENT A  
CITY OF LAS CRUCES**

**INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS**

**I. INSURANCE**

*Contractor is self-insured governmental entity. See Attachment I*

Contractor will provide a current Certificate of Insurance (COI) documenting coverage specified below and naming the County as Additional Insured. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

	<b>Standard Insurance</b>	<b>Limits Not Less Than</b>
X	Commercial and General Liability	\$1,000,000/\$3,000,000
X	Automobile Liability	\$1,000,000/\$1,000,000
X	Worker's Compensation as required by State Law	As required by Law
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	<b>Specialized Insurance</b>	
X	Professional Liability	\$1,000,000/\$2,000,000
	Garage Keeper's Liability	\$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000
	Other / Specify:	

**II. SCOPE OF SERVICES**

Doña Ana County Goal and Guiding Principle 4, Health Care and Medical Services states that *"All people living in Doña Ana County will have access to affordable health care and medical services that focus on emergencies, preventative strategies, and eliminating injury and disease that lead to premature death and disability."*

In support of this principle, Contractor shall provide an alternative sentencing program for youth charged with misdemeanor offenses.

**A. Description of Services**

The Juvenile Citation Program (JCP) is an alternative pre-adjudication program for youth offenders charged with a misdemeanor, petty misdemeanor, or status offense. The citation is screened by the Juvenile Probation Office (JPO) and a referral is made to the Citation Program when it is determined that the youth is appropriate for services. The program provides youth an immediate consequence for their offense and diverts them from the formal juvenile justice system.

The JCP consists of three levels of participation:

1. Juvenile Citation: Level One (JCP-I): This is a one-time, two hour course. Youth assigned to JCP-I complete up to 10 hours of community service.
2. Juvenile Citation Level Two (JCP-II): This is a 25-hour program consisting of three required components: (1) gender-specific CHOICES group education, (2) individual and group community service, and (3) family education.
3. Juvenile Citation: Level Three (JCP-III): This is a 12-week program in which each week youth participants attend one social-skills building session as well as a second group session with a guest speaker and presentation. The guest speaker represents a local non-profit, government, education, or health and human services agency. Youth participants in JCP-III also complete community service projects. JCP-III also offers opportunities for family and youth participant recreational activities.

## **B. Delivery of Services**

Contractor shall provide services related to the JCP-II and JCP-III in Anthony, NM and local surrounding areas as indicated below.

1. JCP II - Contractor shall provide CHOICES social-skill building classes such as the Girl's Circle "Paths to the Future" curriculum for female youth participants and the Youth Cognitive Life skills-II curriculum for male youth participants. Contractor shall also provide the mandatory family education component, 1 five-hour class for all enrolled youth participants. The primary goal of the parent and youth classes to strengthen the parent-child relationship, improve family communication, and enhance the parents' awareness of common risky-behaviors including drug and alcohol use among youth. Youth participants shall also complete community service demonstrating their commitment to the program and the lessons learned as a result of their choices.

Contractor shall track all youth participants who successfully complete the JCP for a period of up to one year through face-to-face site visits to the school or by documented telephone conversations.

Contractor shall conduct an entrance and post-completion assessment through the Juvenile Inventory for Functioning (JIFF) computer assessment tool.

2. JCP III - Youth attend one social-skills building session a week with same gendered peers. Youth also attend a second session that brings clients together for a guest-speaker presentation. Following the presentation, groups are divided into small group by gender to discuss the topic presented.

The Girl's Circle curriculum includes sessions on friendship and bonding; communication skills; interacting appropriately with authority figures; mother/daughter relationships; being queen of your own body and sexuality; dating violence and abusive relationships; staying safe-staying HIV free; teen drug use and abuse; body image; stress

management; and goal setting.

The male curricula focuses on decision making covering a range of critical risk factors for delinquency, violence, criminal behavior and gang involvement including: friends and peer pressure; high risk people, places, things and situations; family risk factors; personal risk factors; internal risk factors; and criminal thinking risk factors.

Contractor shall track all JCP-III youth participants for up to one year following program completion. During the tracking period, youth participants shall continue to receive support services through the JCP including referrals for any determined additional services. JCP III youth complete a JIFF assessment at intake, on the date of program completion and again upon completion of the tracking period.

Contractor shall provide supervision for all activities and youth participation in the program. Contractor will collaborate with all Doña Ana County Health and Human Services designated staff and/or evaluators for the evaluation of alternative sentencing within Doña Ana County, Contractors assistance in the collaboration may range from professional guidance, providing existing program data, etc.

Contractor shall provide services to youth participants and their parent(s)/guardian(s) on a monthly basis. Contractor shall also attend HHS Alliance DWI Committee meetings on a monthly basis

**C. Deliverables and Reporting Requirements**

All invoices shall provide sufficient detail related to the scope of services and shall be forwarded to the following for review and processing: Doña Ana County Health and Human Services Department, Program Operations Division, [hhsprogramops@donaanacounty.org](mailto:hhsprogramops@donaanacounty.org), 575-525-5870. A sample invoice is included in Attachment J.

Item "A" Reference	Required Measurements of Attainment	Due Date(s)
<p><b>1. Alternative Sentencing Program</b></p>	<p>1. Monthly Encounter Data Report: Monthly Request for Payment Invoice and Data for Services Performed.</p> <ul style="list-style-type: none"> <li>➤ All services per Attachment A will be reported on one (1) invoice.</li> <li>➤ Notices of meetings, sign-in sheets, agendas, and minutes.</li> <li>➤ All data for services per Attachment A will be reported in the Monthly Encounter Data Report.</li> <li>➤ Refer to <i>ATTACHMENT J</i> for the required specifications.</li> </ul>	<p>1. 15<sup>th</sup> of each month following contract execution until completion.</p>
<p><b>2. Quarterly Program Reports</b></p>	<p>2. Pertaining to program objectives in <i>ATTACHMENT A</i></p>	<p>2. January 15<sup>th</sup>, April 15<sup>th</sup>, and</p>

	<ul style="list-style-type: none"> <li>➤ Participant and community impact</li> <li>➤ Total number of services performed for contract period and total number of services that were billable under contract.</li> <li>➤ Provide data to demonstrate the program’s significant and measurable success</li> <li>➤ Describe programs successes and challenges, and/or any program barriers in performance outcomes, goals, or objectives.</li> </ul>	July 15th.
<b>3. Evidenced-based Documentation</b>	3. Documentation of program’s significant and measurable success based on independent research and best practices.	3. November 31 <sup>st</sup> , 2016

**C. CONTRACTOR EVALUATION**

Doña Ana County Health and Human Services Department designated staff shall monitor the scope of services provided for based on the schedule of deliverables and invoices submitted per Section II, Attachment A., Item II.C to ensure compliance with contract requirements and the use of allocated funds prior to contract completion.

**III. ADDITIONAL TERMS AND CONDITIONS**

**A. Automated Clearing House:** Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

**B. Pre-existing or Proprietary Information:** Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor’s pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

**C. Standard of Care:**

1. Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The County shall base its determination of the Contractor’s fulfillment of the scope of the work in accordance with accepted professional consulting standards.
2. Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The County’s acceptance of any of Contractor’s professional services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.

3. County shall provide written notice to the Contractor of any errors and/or omissions and Contractor shall provide a written response with a plan of action to address the error or omission within 24 hours. County shall, in turn, accept the plan of action or provide further direction to the Contractor for acceptable remedy of the error or omission.

**ATTACHMENT B**

**CITY OF LAS CRUCES**

**TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE**

**I. TOTAL CONTRACT NOT TO EXCEED \$41,354.00**

**II. PAYMENT SCHEDULE**

Payments will be made in accordance with Section I - Article 5 of this Agreement.

**III. COST PER UNIT OF SERVICE PROCURED:**

It is understood and agreed that the Values for Units of Service in this Agreement are for the contracted Vendor and contracted Period of Performance, only, and are subject to negotiation and adjustment by the County in any future contract(s).

If the Contractor receives funding from another source toward the cost of services in this Agreement, the Unit Value paid (or credited) by the County must be reduced by the amount of that other funding. As applicable, the Contractor must certify that it receives no other funding for a services in this Agreement.

**A. ITEMS TO BE PROVIDED BY THE CONTRACTOR:**

Service Description	Unit Value of Service per Participant	Units of Service to be Provided	Total Annual Value
JCP II Participants	\$850	35	\$29,750.00
JCP III Participants	\$975	10	\$9,750.00
Program costs	\$206	9	\$1,854.00
<b>TOTAL NOT TO EXCEED</b>			<b>\$41,354.00</b>

**B. JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS:**

Service Description (List each Service)	Justification for Unit of Service Valuation
1. Juvenile Citation Program	1. Unit of service was determined based on leveraged funding for expansion of program and on vendor's years of experience and expertise.

## ATTACHMENT C CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: **Board Of County Commissioners: Billy G. Garrett, Dr. David J. Garcia, Benjamin L. Rawson, Wayne D. Hancock, Leticia Duarte-Benavidez; Assessor Andy Segovia; Clerk Lynn Ellins; Probate Judge Diana Bustamante; Treasurer David Gutierrez; Sheriff Enrique Vigil.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

*N/A Government Entity*

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

*Amiel P. Walker*  
Signature

*9/15/2010*  
Date

*INTERIM CITY MANAGER*  
Title (Position)

**ATTACHMENT D  
RELATED PARTY DISCLOSURE**

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	---	---
Receiving, furnishing of goods, services or facilities?	---	---
Commissions or royalty payments	---	---

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes \_\_\_\_\_ No \_\_\_\_\_

N/A Local Government

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: David P. Dollahan Date 9/15/2010

(Print Name and Title): DAVID P. DOLLAHAN, INTERIM CITY MANAGER

**ATTACHMENT E  
DEBARMENT CERTIFICATION**

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

---

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

DAVID P. DOLANSON  
Print Name of Authorized Representative

INTERIM CITY MANAGER  
Title

David P. Dolanson  
Signature of Authorized Representative

9/15/2016  
Date

ATTACHMENT F  
NON-COLLUSION AFFIDAVIT

STATE OF NEW MEXICO )

County OF DOÑA ANA )

DAVID P. DOLLAHON (name) being first duly sworn, deposes and says that he/she is (title) INTERIM CITY MANAGER of (organization) CITY OF LAS CRUCES, NM

who submits herewith to the County of Doña Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Doña Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

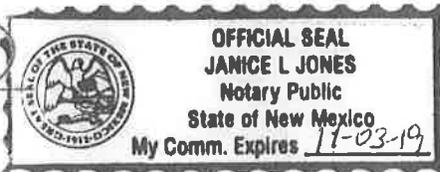
1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Doña Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: David P. Dollahon

Title INTERIM CITY MANAGER

SUBSCRIBED and sworn to before me this 15<sup>th</sup> day of SEPTEMBER, 20 16.

Notary Public: Janice L. Jones  
My Commission Expires: 11-03-19



**ATTACHMENT G**  
**INSURANCE CERTIFICATES**  
**(Attach certificates, as required behind this page)**

**See Attachment A. I. for requirements**

## **ATTACHMENT H**

**Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:**

- 1. Current Business License - Required**
- 2. Key Staff Curricula Vitae / Resumes - Required**
- 3. Professional Registrations**
- 4. Professional Licenses - Required**

**Javier Amaro**  
 1314 Otter Lane  
 Las Cruces, NM 88001  
 (915) 244-3750  
 Email:jjrunnings@me.com

### EDUCATION

- Austin High School, El Paso, TX - Class of 1984
- University of Texas at El Paso – Class of 2002  
 Bachelor of Arts in Anthropology /Criminal Justice minor
- Boston University-Class of 2009  
 Master of Criminal Justice
- Graduate of the Federal Law Enforcement Training Center and  
 National Park Service Field Training Program (Federal Law Officer Commission)
- Graduate of the Federal Law Enforcement Training Center Firearms Instructor  
 Course
- Taser Instructor- Taser Academy, Scottsdale, AZ-2008

### WORK EXPERIENCE

#### March 2015-Current

Supervisor: Robert Nunez  
 Program 575-541-2704 (may contact)

#### **Juvenile Diversion Program Supervisor**

City of Las Cruces-Juvenile Citation  
 890 N. Tornillo, Las Cruces, NM 88001

**Duties and Responsibilities:**Plans, organizes and supervises all activities of the Juvenile Diversion Programs including administering grant funds, supervising staff and volunteers, managing activities, and disseminating program information to the public and other agencies; develops program guidelines and services, and monitors program activities and facilities; serves as liaison between advisory boards, City & state program managers, juvenile justice & law enforcement agencies, schools, and outside funding agencies and service providers on grant opportunities and juvenile programs and projects to address community needs. Researches and identifies youth crime and juvenile justice issues; develops risk assessment instruments and tools, gender-specific approaches, policy initiatives and other program innovations; tracks client participation and other statistics as required for internal and external reporting; maintains records of activities, and submits monthly, quarterly and annual reports as required. Researches and identifies grant opportunities, coordinates grant proposals, collects and develops supporting data and documentation to meet funding agency requirements; coordinates administration of grant programs, including policy and program development and jurisdictional coordination; monitors expenditures, budget and project status.

Supervises staff; meets regularly with staff to resolve workload and technical issues; prioritizes and assigns tasks and projects; disciplines, trains, cross-trains and evaluates staff; counsels, coaches and instructs employees as required; monitors work and evaluates performance. Assists in developing partnerships with other community services agencies

in order to expand Juvenile Diversion Program initiatives and funding possibilities; advises City and juvenile justice & law enforcement agencies on program issues, policies and procedures; promotes community awareness of programs; provides technical information and assistance to other government agencies and the public within scope of authority.

**May 2014-March 2015**

Supervisor: Rudy Adame  
575-528-4100 (may contact)

**Codes Enforcement Officer**

City of Las Cruces-Codes Enforcement (LCPD)  
1085 Medpark, Las Cruces, NM 88001

**Duties and Responsibilities:** Responsible for interpreting, explaining, and enforcing City ordinance provisions related, but not limited, to the following: numerals on structures; illegal placement of fliers and notices on occupied and private property; weeds, trash, littering and junk; abandoned materials and inoperable vehicles; unsafe structures; traffic and sidewalk obstructions; Water conservation and the Clean Indoor Air Act. Routinely monitors non-compliance areas to ensure corrective action is taken. Tasks include, but are not limited to: generates reports documenting the violation; summons violator into Municipal Court by initiating a criminal complaint or issuing a criminal citation; presents cases in Municipal Court, acting as own attorney, trying the case by testifying, submitting evidence, and dealing with witnesses. Conducts pro-active inspections and special projects and provides education on code enforcement through newsletters and neighborhood meetings. Prepares and presents various special and reoccurring reports. Develop outreach programs and initiate special programs targeting specific problems.

**April 2013-May 2014**

Supervisor: Amber Parker  
575-541-2349(may contact)

**Community Educator**

City of Las Cruces-Juvenile Citation Program  
151 N. Church St, Las Cruces, NM 88004

**Duties and Responsibilities:** Facilitate educational social skill groups for youth and their parents utilizing a curriculum from the American Community Corrections Institute. Track and record recidivism rates, monitor school grades and attendance, and refer families to community resources as needed. Responsible for documenting contacts with clients and families as well as collateral contacts with any outside party related to a client's case such as the Juvenile Probation Office (Dona Ana County, NM), Dona Ana County Sheriff's Office, Las Cruces Police Department, area school districts, therapists, counselors, and employers.

**July,2001-Feb.01, 2013**

**United States Department of Interior- National Park Service Law Enforcement Ranger**

- Guadalupe Mountains National Park, 400 Pine Canyon Drive, Salt Flat, TX
- Chamizal National Memorial, 800 S. San Marcial Drive, El Paso, TX
- Lowell National Historical Park, 67 Kirk Street, Lowell, MA

**Resource Protection:** Preserve and protect the natural, cultural, historical, archaeological, and paleontological, and other tangible resources of the park using all law enforcement and other resources protection techniques. Enforcement efforts are targeted to prevent, curtail, or mitigate any degradation, deterioration, theft or destruction of park scenic, air, water, and mineral resources; flora and fauna; prehistoric, historic and contemporary structures and infrastructure; relics, artifacts and objects; and all other park-related physical resources.

**Law Enforcement Specialist:** Court liaison for park. Coordinate court docket, witnesses, evidence, and reports for court appearances. Create and maintain policies and Superintendent's Compendium: Create and maintain Standard Operating Procedures and Superintendent's Compendium to 36 Code of Federal Regulations and submit for Chief Ranger and Superintendent signatures. Standard operating policies were written to reflect management guidelines to protect cultural and natural resources, visitor, and employee life and property. Initiated radar enforcement program at park—drafted standard operating procedures, coordinated training, and certification for rangers.

**Instructor/Trainer:** Present formal and informal courses of duration varying from 1 hour to several days. Instruction and training cover law enforcement, tactical, Taser, firearms, and resource subjects. Taser Program Coordinator for park. Responsibilities involve qualifying protection rangers at home park and surrounding parks for Taser and firearms use. Ensure commissioned law enforcement rangers have met annual requirements and standards according to National Park Service policies by updating and monitoring data system. Coordinated and planned 40-hour annual law enforcement refresher class for Southern New Mexico and West Texas Parks which involved utilizing City of Carlsbad Range, Permian Basin Training Center for Emergency Services, and Federal Law Enforcement Training Center at Artesia.

**Visitor Protection:** Protect visitors and park employees from crimes against their persons and property. Maintain a park environment that is consistent with the purpose of National Park Service by conducting full range of law enforcement and emergency services stated in text in remote backcountry areas, usually alone. Patrols range from foot to four wheel drive vehicles. Durations of patrols range from day hikes to overnight camping. Front country patrol consist of patrolling high volume visitor areas via marked patrol vehicle—traffic speed enforcement and motor vehicle accident response.

**Supervision:** Provide training and supervision to seasonal protection rangers, volunteers, and project workers assisting park staff. Act as operations supervisor in absence of operations supervisor or Chief ranger. Ensure coverage for visitor and resource protection (front and backcountry), dispatch, and interpretive services at Visitor Center. Ensure proper crime scene management. Coordinate assisting agencies in medical and law enforcement emergencies.

**Emergency Management Duties:** Respond to all park emergencies in law enforcement and/or capacities identified in the Incident Command System. Often on patrol alone, thereby filling several capacities, ranging from basic front line response to Incident Commander may be filled, until incident is resolved or relieved by other response personnel or agencies. Incidents may include search and rescue operations, natural disasters, fatal accidents, or other emergency situations.

**Resource Education:** Educate, interpret and inform visitors about the significance and rarity of park resources, resource conservation and ecologically sound park use practices, and the provisions of law and regulations necessary to protect park resources while providing safe and non-resource impacting park visitation experiences. Preventative education and pre-enforcement efforts are to co-opt illegal and unsafe activities by fostering compliance with park regulations while encouraging visitor behavior consistent with park's purpose. Educate the public at large about the park's resources and the legal and practical requirements pertaining to using park resources.

**Criminal Investigation:** Conduct investigations of crimes and offenses against the United States. Investigate crimes and accidents, interview witnesses and interrogate suspects, and prepare appropriate reports and legal documents. Collect, protect, and maintain evidence, participate with Federal, State, and local jurisdictions in preparation for prosecutions. When necessary appear as the arresting official or witness in court proceedings.

**Other Duties and Responsibilities:** Court liaison with the U.S. District Court in El Paso, Texas. Duties with the court involve preparing required paperwork and contacting the Assistant United States Attorney's Office prior to arrest and booking, contacting pre-trial services and U.S. Marshals Service and U.S. Magistrate Court Clerk prior to preliminary hearing and arraignment. Initiated Bike Patrol Program at Chamizal National Memorial. Taser Program Coordinator at Chamizal National Memorial and Petroglyphs National Monument. Responsible for qualifying protection rangers at home park and surrounding parks for Taser and firearms use. Have instructed Taser operator classes at New Mexico annual 40-hour refresher course in Carlsbad, NM, and White Sands National Monument.

**Other National Park Service Experience:** Worked protection details at White Sands National Monument and Guadalupe Mountains National Park. Member of the Intermountain Region Special Event Tactical Team (**SETT**). Detailed to Organ Pipe National Monument for drug interdiction mission (March-2009 and April- 2010) and Grand Canyon National Park for presidential visit (August-2009).

Participated in month long law enforcement detail (Operation Alliance 2010) at Wind River Indian Reservation, WY. Emergency response to an array of calls in high crime areas under designated full Tribal Police Officer Authority (Bureau of Indian Affairs).

**OTHER SKILLS**

- Bilingual- Spanish/English
- Computer Literate: Microsoft Office-Power Point, Excel, and Word
- First Responder: National Registry Certification-- Since November 7, 2003.
- Member of Dona Ana County, NM Volunteer Search and Rescue team--2002.
- Wildland Firefighter Type 2 Certification -- (Current 2012).
- Completed FBI crisis negotiation course --2007.
- Certified Taser instructor—Taser Academy, Scottsdale, Az. (2008 to Present).
- Completed Advanced Carbine Rifle operator course --2009.
- Member of Intermountain Region Special Event Tactical Team (SETT)-2009 to 2012.
- Completed Taser Forensic Evidence Course—Taser Academy, Scottsdale, AZ—2012.
- Certified Wild land Fire Investigator-March 4<sup>th</sup>, 2011.
- Advisory member of Sandra Day O'Connor Criminal Justice/ Public Service Academy at Austin High School, El Paso, TX.

## ELIANA SANTILLAN

## EXPERIENCE

2013-Present Juvenile Citation Program Las Cruces, NM

*Community Educator*

- Coordinate/facilitate evidence based curriculum as well as provide educational classes to large groups
- Coordinate staff trainings, new employee trainings, client community service, client guest speakers, and special events
- Case management and daily status reports

2007-2014 FYI/La Frontera/La Clinica De Familia Las Cruces, NM

*Treatment Foster Parent*

- Provided a safe, healthy, and stable living environment for troubled youth and severely emotionally traumatized children and youth
- Multi-agencies collaboration and treatment team meetings
- Served as an advocate for child/youths mental, health and educational needs

2009-2013 PDQ Photo lab/The Portrait Place Las Cruces, NM

*Lab Technician/Photographer*

- Photographer individuals, families and groups in studio, on location, and at events
- Edit, print, and package photos
- Processes and develop film

2012-2012 Southern New Mexico Correctional Facility Las Cruces, NM

*Administrative Assistant*

- Scheduled conjugal visitation and conducted clearances and background checks
- Inmate pay
- Ordered office and operating supplies; keep inventory of supplies

2005-2009 NMSU/Office of the Dean of Students Las Cruces, NM

*Administrative Assistant*

- Answer phones and direct calls to appropriate individuals
- Filed and delivered confidential documents
- Assisted NMSU students with guidance and answers to their inquiries or complaints

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 EDUCATION
 

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- |   |                             |                |
|---|-----------------------------|----------------|
| 2005-2010   | New Mexico State University | Las Cruces, NM |
| <ul style="list-style-type: none"> <li>▪ BA in Criminal Justice</li> <li>▪ BA in Communication Studies</li> <li>▪ Minor in Sociology</li> </ul> |                             |                |

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 CERTIFICATONS
 

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- Food Handling, August 2016
- Mental Health First Aid USA, August 2016
- The Council for Boys and Young Men Facilitator Training, April 2016
- Girls Circle Facilitator Training, November 2014
- CPR/AED, May 215

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 SKILLS
 

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- Bilingual
- Great Interpersonal and Public Speaking skills
- Leader and Team Player

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 REFERANCES
 

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Absalon Hernandez, TPP business owner	575-680-4568
Angelica Richelt, TPP business owner	575-312-9051
Javier Amaro, JCP Program Supervisor	575-541-2349

Miguel A. Terrazas**Phone** (915) 525-0798**Email** tubalop@gmail.com**Work Experience**

<b>Company/Agency</b>	<b>City of Las Cruces</b>
<b>Address</b>	700 N. main St. Las Cruces, NM 88001
<b>Phone</b>	(575)5412349
<b>Position</b>	<b>Community Educator</b>
<b>Dates</b>	August 2015 - Present
<b>Supervisor</b>	Javier Amaro

**Duties Summary**

To provide services for the Juvenile Citation Program involving the placing and supervision of youth in appropriate community service sites, facilitating the educational component and tracking youth beyond program completion. •Coordinate and facilitate the educational component of the program. •Facilitate youth group discussions using the chosen curriculum and instructs parents and teens on relevant subjects. •Researches and identifies emerging youth issues and seeks to address those through various means including developing the various curriculums accordingly, developing new components to the program and/or identifying existing community resources and establishing partnerships. •Acts as a mentor and role model to youth in the program. •To provide services for the Juvenile Citation Program involving the placing and supervision of youth in appropriate community service sites. •Communicates regularly with other staff, juvenile probation personnel, community agencies, youth, parents and the general public to facilitate placement and transition of clients. •Updates files and database including records of all actions taken, active participant demographics, referrals to agencies, and correspondence utilizing a computer. •Determines appropriate community service sites and coordinates assignment scheduling with youth and site supervisor. •Establishes and maintains partnerships with outside agencies that provide educational and community service projects. •Provides monitoring of youth at assigned community service sites to ensure completion of assigned tasks. •Maintains a strictly professional relationship with program participants and maintains strict client confidentiality at all times.

## Education

**School Name** New Mexico State University  
**Major/Minor** Criminal Justice  
**Degree** Associate's Degree  
**Units Completed** 94

## Certificates and Licenses

**Type** First Aid CPR AED  
**Date Issued** December 2015  
**Expiration Date** December 2026  
**Number** NM04123  
**Issued by** City of las Cruces ID. #09140272284

**Type** Boys Council Facilitator  
**Date Issued** April 2016  
**Issued by** One Circle Foundation

## Languages

Spanish - speak, read, write

English - speak, read, write

## Daniel Sanchez

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2452 La Fonda Cir Apt C. Las Cruces, New Mexico, 88001  
(575) 520-5120 [danichez2989@yahoo.com](mailto:danichez2989@yahoo.com)

### Professional Trainings and Certifications

- **Crisis Prevention Intervention Trainer Certification**
- **University of Oklahoma Managing Aggressive Behavior Certification Training**
- **CPR and First Aid (American Red Cross)**
- **Defensive Driving Certified**
- **Boy's Council Certified**

September 2014-Present

#### City of Las Cruces

##### Community Educator

- Provide supervision during community service events.
- Scheduling community service events.
- Preparing lesson plans for CHOICES classes.
- Teaching a variety of topics to at-risk youth ranging from drug education to life skills topics
- Educating client's parents on topics concerning at-risk youth.
- Collecting data on past clients
- Data entry
- Documenting client progress in the JCP data base.
- Observing and reporting potential risky behaviors.
- Having an extensive knowledge in mental and behavioral health issues.
- Proficiency in managing difficult behaviors and deescalating potential risky behavior.
- Filing and organizing client information.
- Following up on past clients
- Referring clients to services that they may need.

September 2013-September  
2014

#### La Frontera New Mexico

##### Evening Supervisor

- Provide staff supervision and training
  - Observe the impact of staff behavior and attitudes on the residents
  - Provide staff with training in a group and individual settings as needed
  - Inform House Lead of significant staff issues which need to be addressed
  - Provide input to staff during the staff meetings and trainings
  - Participate in weekly supervision with House Lead and monthly supervision with Program Supervisor
  - Maintaining Clinical Files
  - Maintain the clinical file on each resident following CYFD regulations and standards
  - Completion of the initial intake forms including parent signatures of all necessary forms
  - Document daily contact in the client file using the DAP format, disruptive, and positive behavior forms
  - Document the Case Management contacts in the clinical file
  - Complete incidents reports as needed before the end of the shift in which the incident occurred
  - Documentation of thirty day review meeting
-

- Attend weekly staff meeting
- Assisting with Case Management Services
- Meet with the primary residents once a week to conduct LPP services
- Correspond with parents, JPPO, schools, and other service providers in regards to setting up monthly or emergency treatment team meetings for primary residents
- Conduct skill-building groups as assigned
- Meet with thirty day and emergency treatment teams to provide input to the treatment team for primary clients
- Correspond with Case Manager in regard to progress of client
- Provide conflict resolution assistance to residents who are in conflict with peers or staff
- Advocate for the residents when appropriate by communicating with JPPO's, families, and other service providers only under the supervision of the Therapist and/or Program Supervisor
- Set up needed medical appointments including Psychiatric appointments
- Insure that client is informed and given the option to attend necessary medical appointments
- Documentation of medical appointments
- Insuring that client's prescription medicine is filled on time without interruption of medical regiment

**(Supervision of Residence)**

- Insure that the residents are receiving appropriate supervision maintaining the safety of the facility and its residents
- Develop a positive and therapeutic relationship with the residents of the facilities
- Supervise the residents in conducting their activities of daily living
- Conduct resident checks four times an hour or more if necessary
- Redirect the residents when they are in violation of house rules
- Provide safe transportation for the residents while using the La Frontera Vans. Must follow La Frontera procedure in regarding to safety and upkeep of the agency vehicles
- Provide reasonable and appropriate consequences for the residents in keeping with facility client handbooks
- Provide supportive listening to the residents when needed
- Report all critical client information to the Residential House Lead, Program Supervisor and Residential Therapist
- Communicate all critical client information to coworkers and the next shift
- Communicate using the staff communication log
- Insure all sharp objects or other dangerous objects are accounted for and are used safely by the residents
- Insure that the residents are not abusing the phone privileges
- Report all damages to FYI property using the damage report forms
- Respond to critical incidents appropriately and document critical incidents before the end of the shifts
- Provide medication assistance to the residents and documenting of medication assistance
- To insure that curfew of residents is enforced
- Assigned primary responsibilities for up to 8-16 residents at the Stepping Stones program.
- Scheduling all medical appointments to include a physical exam, vision exam and dental exam within 1 month of the residents placement at Stepping Stones
- Coordination and attendance of initial 2 week treatment team meetings and then monthly meetings thereafter
- Follow up on any medical appointments recommended
- Attendance of any school parents/teachers conferences, IEP'S

July 2013- September 2013

**Families & Youth Inc.**

**Evening Supervisor**

- Provide staff supervision and training
- Observe the impact of staff behavior and attitudes on the residents
- Provide staff with training in a group and individual settings as needed
- Inform House Lead of significant staff issues which need to be addressed
- Provide input to staff during the staff meetings and trainings
- Participate in weekly supervision with House Lead and monthly supervision with Program Supervisor
- Maintaining Clinical Files
- Maintain the clinical file on each resident following CYFD regulations and standards
- Completion of the initial intake forms including parent signatures of all necessary forms
- Document daily contact in the client file using the DAP format, disruptive, and positive behavior forms
- Document the Case Management contacts in the clinical file
- Complete incidents reports as needed before the end of the shift in which the incident occurred
- Documentation of thirty day review meeting
- Attend weekly staff meeting

- Assisting with Case Management Services
- Meet with the primary residents once a week to conduct LPP services
- Correspond with parents, JPPO, schools, and other service providers in regards to setting up monthly or emergency treatment team meetings for primary residents
- Conduct skill-building groups as assigned
- Meet with thirty day and emergency treatment teams to provide input to the treatment team for primary clients
- Correspond with Case Manager in regard to progress of client
- Provide conflict resolution assistance to residents who are in conflict with peers or staff
- Advocate for the residents when appropriate by communicating with JPPO's, families, and other service providers only under the supervision of the Therapist and/or Program Supervisor
- Set up needed medical appointments including Psychiatric appointments
- Insure that client is informed and given the option to attend necessary medical appointments
- Documentation of medical appointments
- Insuring that client's prescription medicine is filled on time without interruption of medical regimen

**(Supervision of Residence)**

- Insure that the residents are receiving appropriate supervision maintaining the safety of the facility and its residents
- Develop a positive and therapeutic relationship with the residents of the facilities
- Supervise the residents in conducting their activities of daily living
- Conduct resident checks four times an hour or more if necessary
- Redirect the residents when they are in violation of house rules
- Provide safe transportation for the residents while using the FYI Vans. Must follow FYI procedure in regarding to safety and upkeep of the agency vehicles
- Provide reasonable and appropriate consequences for the residents in keeping with facility client handbooks
- Provide supportive listening to the residents when needed
- Report all critical client information to the Residential House Lead, Program Supervisor and Residential Therapist
- Communicate all critical client information to coworkers and the next shift
- Communicate using the staff communication log
- Insure all sharp objects or other dangerous objects are accounted for and are used safely by the residents
- Insure that the residents are not abusing the phone privileges
- Report all damages to FYI property using the damage report forms
- Respond to critical incidents appropriately and document critical incidents before the end of the shifts
- Provide medication assistance to the residents and documenting of medication assistance
- To insure that curfew of residents is enforced
- Assigned primary responsibilities for up to 8-16 residents at the Stepping Stones program.
- Scheduling all medical appointments to include a physical exam, vision exam and dental exam within 1 month of the residents placement at Stepping Stones
- Coordination and attendance of initial 2 week treatment team meetings and then monthly meetings thereafter
- Follow up on any medical appointments recommended
- Attendance of any school parents/teachers conferences, IEP'S
- Any other duties pertaining to needs of assigned residents
- Other Duties as assigned by Program Supervisor and CEO

October 2009 – July 2013

**Families & Youth Inc.**

**Residential Relief Specialist**

**(Essential Job Functions)**

- Completion of the initial intake forms including parent signatures of all necessary forms
- Document daily contact in the client file using the DAP format, disruptive, and positive behavior forms
- Document the DAP notes in the clinical file
- Complete incidents reports as needed before the end of the shift in which the incident occurred
- Attend weekly staff meetings
- Full understanding of applicable agency policies/procedures and licensing regulations
- Full understanding of resident handbooks and applicable behavioral management plans of the facilities
- Complete the required RHYTTAC trainings in 1 month
- Worked other areas of FYI: Boys and Girls Group Home, TLP, and BMS

**(Supervision of Residence)**

- Insure that the residents are receiving appropriate supervision maintaining the safety of the facility and its residents
- Develop a positive and therapeutic relationship with the residents of the facilities
- Supervise the residents in conducting their activities of daily living
- Conduct house checks four times an hour or more if necessary (group homes only)

- Redirect the residents when they are in violation of house rules
- Provide safe transportation for the residents while using the FYI Vans. Must follow FYI procedure in regarding to safety and upkeep of the agency vehicles
- Provide reasonable and appropriate consequences for the residents in keeping with facility client handbooks
- Provide supportive listening to the residents when needed
- Report all critical client information to the House Lead, Group Home Supervisor and Residential Therapist
- Communicate all critical client information to coworkers and the next shift
- Communicate using the staff communication log
- Insure all sharp objects or other dangerous objects are accounted for and are used safely by the residents
- Insure that the residents are not abusing the phone privileges
- Report all damages to FYI property using the damage report forms
- Respond to critical incidents appropriately and document critical incidents before the end of the shifts
- Provide medication assistance to the residents and documenting of medication assistance (group homes only)
- To insure that curfew of residents is enforced
- Other Duties as assigned

**Education**

Dona Ana Community College	2010-2013
▪ Associate of Arts	
ONATE HIGH SCHOOL	2003-2007
▪ High School Diploma	

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**Grace Telles**

tellesgrace@yahoo.com

**Home Address:**1816 La Puente Lane  
Las Cruces, NM 88005

575-650-9164

Message # 575-915-6273

**Mailing Address:**PO Box 1709  
Mesilla Park, NM 88047**OBJECTIVE**

Seeking a full-time position as Community Educator for the City of Las Cruces that will utilize my knowledge of the Criminal Justice System, as well as allow me an opportunity to express my strong communication skills, organizational abilities, and experience in business administration in order to implement a positive circle of guidance inside a well-rounded structured environment.

**EDUCATION**

New Mexico State University  
College of Arts and Sciences, Bachelor Degree in Criminal Justice  
Graduated December 15, 2007 (Crimson Scholar Recognition)

Dona Ana Branch Community College (NMSU)  
College of Arts and Sciences, Associate Degree in Criminal Justice  
Graduated in May 2005

**TRAININGS**

Adult & Juvenile Detention Operations Training Course  
First Aid /American Heart Association  
Crisis Intervention Training  
Defense Tactics/Controlled Force  
Council for Boys and Young Men Facilitator Training  
Girls Circle Facilitator Training  
Fred Pryor Project Management Training  
Fred Pryor Dealing w/ Difficult People Training

**WORK EXPERIENCE**

**City of Las Cruces/Juvenile Citation Program**  
**Community Educator 12/20/13-Present**

As a Community Educator I coordinate and facilitate the educational components of the program, research today's youth issues, addressing youth through various means including

developing the various curriculums accordingly, developing new components to the program and/or identifying existing community resources and establishing partnerships. I act as a mentor and role model to youth in the program, placing and supervising the youth in appropriate community service sites, while communicating regularly with staff, juvenile probation personnel if needed, community agencies, youth, parents and the general public to facilitate placement and transition of clients to successfully complete the program.

### **Dona Ana County Detention Center Sergeant**

**3/11/12-04/06/13**

As a Detention Sergeant I oversaw my assigned unit whether it be Adults or Juveniles by establishing and maintaining effective working relationships through; analyzing problems, identifying appropriate solutions and project consequences of proposed actions; provide implementation in support of goals; making sound judgments and use discretion in applying and interpreting policies and procedures and in planning, assigning, directing, and evaluating the work of employees; using logic and a creative thought processes to develop written specifications and/or by oral instructions; providing leadership while managing and supervising a 24-hour holding facility; comprehend and make inferences from ongoing briefings; listen and communicate clearly and concisely, both orally and in writing; recall visual details; interact effectively with individuals of varied social, economic, cultural and ethnic backgrounds; maintain knowledge and current training's in first aid and CPR procedures; recognize unusual medical, physical, or mental conditions of prisoners; learn the use and care of weapons (including firearms), restraint and self-defense tactics; and when required, use sufficient physical force.

### **Dona Ana County Adult/Juvenile Detention Center Officer**

**3/31/08-3/10/12**

As a Detention Officer I would conduct security walks and headcounts, perform inmate searches, conduct continual visual surveillance of inmates and various areas of the detention facilities (adult and juvenile). I provided services, recreation, and serving of meals, visitation and clothing exchanges. I also had to select and operate appropriate buttons used to control doors and communication systems, monitored and controlled all activities regarding inmate movement, prepared log book entries and writing of reports. As well as, communicated over radio channels while initiating and responding to radio communications, all while maintaining order and interpersonal conflicts within the facility.

## **RELATED CLASS COURSES**

Issues in Ethics, Law, and Criminal Justice: Examined the key ethical and decision-making dilemmas facing professionals working in the field of law and criminal justice.

Leadership and Society Exploration: Focused on exploring a multifaceted nature of leadership in modern society through readings and seminar discussion.

Spanish for Native Speakers I: Emphasized on developing the native language reading skills. It covered speaking, writing and vocabulary activities to strengthen command of the language. This class was for Spanish speaking students only.

Spanish for Native Speakers II: Again, this class emphasized on reading and writing with speaking activities for skill development. It also discussed some problematic areas in grammar.

## **SKILLS & LEADERSHIP ABILITIES**

Effectively communicates both orally and in writing.  
 Positively interacts with members of a diverse community  
 Produces a teamwork effort and can easily get along with others  
 Complete tasks with minimal supervision  
 Very self motivated and driven to learn  
 Follows instructions easily  
 Maintains constant awareness of surroundings  
 Knowledge of staying calm during crisis situations  
 Ability for attention to detail  
 Strong reading comprehension skills  
 Great at documentation and report writing

## **COMPUTER SKILLS**

Knowledgeable in Microsoft Word, Access, Excel and PowerPoint  
 Use of Copy & Fax Machines

## **REFERENCES**

Munoz, Isabel  
 5840 Flounder Dr. El Paso, TX 79924  
 Cell # (915) 245-8021

Lieutenant Olivas, Genny  
 Dona Ana County Detention Center  
 1850 Copper Loop  
 Las Cruces, NM 88005  
 Cell # (575) 496-3146

Eileen Arvizu/ Respiratory Care Therapist/MTVH  
 4311 E. Lohman  
 Las Cruces, NM 88011  
 Cell # (575) 571-9998

**ATTACHMENT I  
ATTACH PROCUREMENT DOCUMENTATION**

Check One

\_\_\_\_\_ **Professional Service Determination (Purchasing Issues)**

\_\_\_\_\_ **Sole Source Determination (Purchasing Issues)**

\_\_\_\_\_ **Written Quotes (Department Provides)**

\_\_\_\_\_ **RFP # (See Page 1 Section I)**

\_\_\_\_\_ **Bid # (See Page 1, Section I)**

XXXX **Other (government to government)**

*See Self-Insured Notification*



**City of Las Cruces®**  
PEOPLE HELPING PEOPLE

**RISK MANAGEMENT DEPARTMENT**

**RE: AUTO LIABILITY COVERAGE**  
EFFECTIVE DATE: 07/01/2015  
EXPIRATION DATE: 06/30/2016

This is to certify that the City of Las Cruces, New Mexico, pursuant to authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability, Auto Liability and Workers' Compensation claims arising against the City under the New Mexico Tort Claims Act.

This program is funded at a level believed by management of the City under the Act to be adequate. Additionally, the City carries excess Workers' Compensation Coverage with a \$750,000.00 self-insured retention and \$1,000,000.00 Employers Liability Coverage.

Carl D. Conley, CIC, CRM  
Risk Management Administrator  
City of Las Cruces

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This identification letter is evidence of liability insurance for your vehicle. The letter is valid only as long as liability insurance remains in force.

You may be required to produce your identification letter following an accident or upon a law enforcement officer's request.

**Keep a copy of the letter in your vehicle at all times along with the certificate of registration.**

For your convenience, additional copies are available by emailing Risk Management.

**ATTACHMENT J - OTHER**

- 1. Monthly Encounter Data Report**
  - a. Monthly Invoice Sample**
  - b. Monthly Summary Sheet Sample**
  - c. Monthly Data Reporting Specifications Sample**



## Monthly Summary Sample Monthly Type of Service Summary

**Contractor Name Here**

Address  
City, state, zip  
Contact name  
Contact phone number  
Contact email address

Contract Amount: XXXXXXXX  
Contract Number: XX-XXXX  
RFP Number: XX-XXXX  
PO Number: XXXXXXXX  
Vendor Number: XXXXXXXX  
Insurance Exp Date: 7/1/2012

Invoice Month	Service 1	Service 2	Service 3	Billed Amount
	Max Funding \$0	Max Funding \$0	Max Funding \$0	
<b>Starting Amount</b>	100	100	100	XXXXXXXX
01 - July 2012				
02 - August 2012				
03 - September 2012				
04 - October 2012				
05 - November 2012				
06 - December 2012				
07 - January 2012				
08 - February 2012				
09 - March 2012				
10 - April 2012				
11 - May 2012				
12 - June 2012				
<b>YTD Total</b>	0	0	0	\$ -
<b>Contract Balance</b>	100	100	100	XXXXXXXX

### Monthly Data Reporting Specifications Sample

Variable	Description
Client ID	Client's internal JCP identification number
Date of Service	Date in mm/dd/yyyy format
Activity	Drop down box format
Top of Session	Drop down box format
Participant Age	Enter age
Participant Gender	Drop down box format
Participant Zip Code	Enter zip code
Participant Race/Ethnicity	Drop down box format
Household Income	Drop down box format
Repeat Participant	Drop down box format
Type of Offense	Title of offense
Class Instructor Name	Last Name, First Name