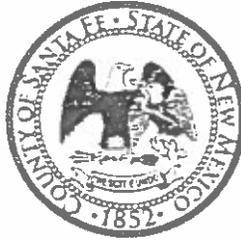


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager *YLM*
Rachel O'Connor, Director, Community Services Department

From: Lupe Sanchez, Coordinator DWI Program

Date: February 9, 2016

Subject: **RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT APPLICATIONS TO THE NM DEPARTMENT OF FINANCE AND ADMINISTRATION TO REQUEST DWI GRANT FUNDS AND DELEGATING TO THE COUNTY MANAGER THE AUTHORITY TO EXECUTE AND SUBMIT SUCH APPLICATIONS AND EXECUTE ALL REQUIRED DOCUMENTS AND AGREEMENTS.**

This resolution authorizes Santa Fe County to submit two applications to the Department of Finance and Administration, Local Government Division (DFA), to request grant funds pursuant to the Local DWI Grant Program Act, NMSA 1978, § 11-6A-1, et seq. The applications will request grant funding pursuant to the Local DWI Detoxification Grant Program and the Local DWI Grant and Distribution Program.

The resolution also delegates to the County Manager, pursuant to Resolution 2014-143, Section 2.c.¹ the authority to sign the applications and execute all other documents and agreements required as part of the application process. The application requires the County to execute a Statement of Assurances, a DOH Assurances and Cooperative Agreement between the County and the NM Department of Health, and a Memorandum of Understanding between the County and DFA, Local Government Division. Copies of these documents and agreements are attached for your information.

¹ *Signature Authority: General Rules. The BCC may grant the County Manager additional signature authority with respect to any transaction through ordinance, resolution, or other appropriate BCC action.*

Background:

Local DWI funds provide the bulk of the funding for the Santa Fe County DWI Program. These funds are generated from excise tax on the sale of alcohol collected by the New Mexico Department of Taxation and Revenue and administered by the DFA. To receive funding the County is required to submit applications to DFA and indicate how grant funds will be used. The applications will be for expenditure in FY 2017 in projected dollar amounts of \$300,000.00 for the Local DWI Detoxification Grant Program, and \$1,398,878.07 for the Local DWI Grant and Distribution Program.

County staff developed the applications and incorporated suggestions regarding the expenditure of funding from staff and the DWI Planning Council. Funding priorities were also guided by the DWI Strategic Plan developed in 2014. This resolution was endorsed by the DWI Planning Council.

Staff Recommendation:

The Santa Fe County DWI Planning Council recommends the approval of this resolution. Staff supports this recommendation.

SANTA FE COUNTY

Resolution No. 2016-

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT APPLICATIONS FOR DWI GRANT FUNDING AND DELEGATING TO THE COUNTY MANAGER THE AUTHORITY TO EXECUTE AND SUBMIT THE DWI GRANT APPLICATIONS INCLUDING ALL REQUIRED DOCUMENTATION AND AGREEMENTS

WHEREAS, the New Mexico Legislature enacted the Local DWI Grant Program Act (the "Act"), NMSA 1978, § 11-6A-1, et seq. to address the problems related to driving while intoxicated and alcohol use and abuse in the state; and

WHEREAS, under the Act, a program has been established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

WHEREAS, the Santa Fe County DWI Planning Council supports submission of applications seeking grant and distribution funding; and

WHEREAS, Santa Fe County annually submits applications, along with participating agencies, to the Department of Finance and Administration ("DFA") for funding under the Local DWI Grant and Distribution Program; and

WHEREAS, for programs and services in FY 2017 the County DWI Program wishes to submit two applications for grant funding: (1) A request for \$300,000.00 for detoxification services provided with the assistance of a participating entity; and (2) a request for \$1,398,878.07 for the Santa Fe County DWI program to provide adolescent prevention services; increase law enforcement efforts to provide screening and compliance monitoring for DWI offenders; and to increase public awareness of DWI prevention in Santa Fe County; and

WHEREAS, the application process requires the Board of County Commissioners of Santa Fe County ("BCC") to adopt this resolution authorizing the County's submission of the applications for DWI grant funding; and

WHEREAS, completion of the County's application for DWI grant funding is facilitated by the BCC's delegation to the County Manager of the authority to execute and submit the applications and all documents and agreements required by DFA to complete the application and grant process; and

WHEREAS, the applications for DWI grant funding require the County to execute a Statement of Assurances; DOH Assurances and Cooperative Agreement; and a Memorandum of Understanding between the County and DFA governing the County's expenditure of grant funding in Fiscal Year 2017 for the DWI prevention and detoxification programs.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Santa Fe County shall submit two applications for grant funding under § 11-6A-6 of the Local DWI Grant Program Act.
2. The County Manager is hereby delegated the authority to execute and submit two applications for funding: (1) A request for \$300,000.00 for detoxification services provided with the assistance of a participating entity; and (2) a request for \$1,398,878.07 for the Santa Fe County DWI program to provide adolescent prevention services; increase law enforcement efforts to provide screening and compliance monitoring for DWI offenders; and to increase public awareness of DWI prevention in Santa Fe County.
3. The County Manager is hereby delegated the authority to execute all required documentation and agreements including a Statement of Assurances, a DOH Assurances and Cooperative Agreement between the County and the NM Department of Health, and a Memorandum of Understanding between the County and DFA, Local Government Division governing expenditure of the DWI grant funds for FY 2017.

APPROVED AND ADOPTED THIS _____ day of _____, 2016.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:


Gregory S. Shaffer
County Attorney

5-9-16
Date

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program
Project Year 17: July 1, 2016 – June 30, 2017

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (if any) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, with the exception of Home Ruled Governments, and submission of all related procurement documents to the Local Government Division for administrative review and approval, prior to execution, including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; contract selection and award criteria. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include with each quarterly narrative progress report the Grant Fund Agreement Exhibit F, The Local DWI Distribution Program Financial Status Report. Grant programs will include with each quarterly narrative progress report the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall contain narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.

6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital outlay** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall specify all capital outlay expenditures. **The ten percent cap for capital outlay does not exist with detoxification funding grants.**
 7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter narrative and fiscal reports for the fiscal year due the 15th of July; required screening, treatment, and compliance monitoring protocols; required evaluation plans; required fiscal reports; required screening and tracking managerial data reports; and required annual reports.
 8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options for treatment and will not be *mandated* to treatment with the same agency that does the screening.
 9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
 10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
 11. Grant program under runs revert to the Local DWI Grant Fund.
 12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
 13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
 14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant
-

will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than seven (7) years following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

County Commission Chairperson

Miguel M. Chavez

Signature

Date

DOH ASSURANCES AND COOPERATIVE AGREEMENT

The _____ County/City DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and DFA:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in Section 2.52 of Federal confidentiality regulations, 42 CFR Part 2, including:
 - a. That a research protocol is maintained in accordance with the security requirements of § 2.16 of 42 CFR Part 2; and
 - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
 - c. That the Epidemiology and Response Division has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:
 - (i) The rights and welfare of clients will be adequately protected; and
 - (ii) The risks in disclosing client identifying information are outweighed by the potential benefits of the research.
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Epidemiology and Response Division is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2: and
3. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the Epidemiology and Response Division access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant

Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2016.

This agreement will expire on June 30, 2017.

Michael Landen, MD, MPH,
State Epidemiologist and
Director Epidemiology and Response Division
New Mexico Department of Health
Harold Runnels Building
1190 St. Francis Drive
Santa Fe, NM 87502

County Manager or other
authorized official

MEMORANDUM OF UNDERSTANDING

The County/City of _____ DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Agency") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Agency assures:

1. That Agency is in full compliance with the provisions concerning research activities in Section 2.52 of the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2, including Section 2.16.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Agency acknowledges it is bound by the provisions of the Federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2.
4. That the Agency shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2.
5. That the Agency is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Agency shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Agency or other parties authorized with client records for those clients provided services through the Local Government

Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Agency that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Executed this _____ day of _____ 20_____.

Rick Lopez, Director
Department of Finance & Administration
Local Government Division
DWI Program
Bataan Memorial Building, Suite 203
Santa Fe, New Mexico 87501

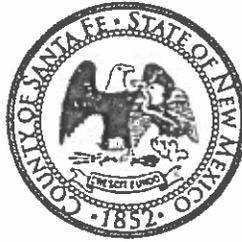
County Commissioner

Date

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: February 9, 2016

To: Board of County Commissioners

From: Amy Rincon, Community Planner *AR*

Via: Robert Griego, Planning Manager

Re: **RESOLUTION 2016-- A RESOLUTION TO ESTABLISH A COMMUNITY ORGANIZATION FOR THE TESUQUE VALLEY PLANNING AREA**

SUMMARY:

The purpose of this Resolution is to establish a Community Organizations (CO) for the Tesuque Valley Community Association for the Tesuque Community Planning Area in accordance with the Sustainable Land Development Code (SLDC).

BACKGROUND:

The Board approved the Sustainable Growth Management Plan (SGMP) by Resolution 2015-155 as the County's Comprehensive Plan which set forth a process for increased public participation through the creation of Community Organizations (CO) and Registered Organizations (RO). The SLDC details the application process for the establishment of a CO. A CO is defined as a new or pre-existing organization that is recognized by the Board to represent a specified geographical area within the County in accordance with the application procedures identified in the SLDC.

Once approved by the Board, the CO will have rights and responsibilities identified in the SLDC to include the right to receive notice and provide written recommendations for any discretionary development application within the defined geographic area.

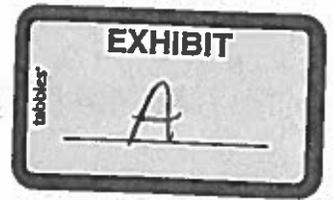
The Tesuque Valley Community Association has met with County Planning staff and has submitted an application in accordance with the SLDC. The application includes a map with the geographic boundaries of the CO which is identified as the Tesuque Community Planning Area. The CO checklist is included in the packet along with the application. Staff has reviewed the application in accordance with the SLDC. The CO application is included as Exhibit B.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Resolution to recognize the Tesuque Valley Community Association to establish a Community Organization for the Tesuque Valley Community Planning Area.

EXHIBIT A: Resolution 2016-- A Resolution to Establish a Community Organization for the Tesuque Valley Community Planning Area

EXHIBIT B: Tesuque Valley Community Association Application



THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

RESOLUTION NO. 2016- _____

**A RESOLUTION TO ESTABLISH A COMMUNITY ORGANIZATION FOR
THE TESUQUE VALLEY COMMUNITY PLANNING AREA**

WHEREAS, on October 27, 2015, the Board of County Commissioners adopted the Sustainable Growth Management Plan (SGMP) and designated it as the comprehensive plan for Santa Fe County as prescribed by New Mexico law, including but not limited to NMSA 1978, Section 3-21-5;

WHEREAS, the SGMP provides that the County will establish Community Organizations (CO) "for communities and community-oriented organizations to have an improved public participation process to meet community needs and to make recommendations with respect to development projects and community development issues;"

WHEREAS, the Tesuque Valley Community Plan has been adopted as an amendment to the SGMP, which identifies the Tesuque Valley Community Planning Area;

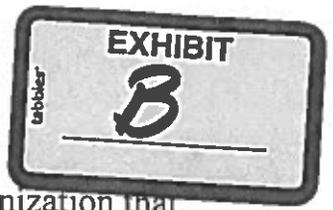
WHEREAS, on December 8, 2015, the Board of County Commissioners adopted the Sustainable Land Development Code (SLDC), which governs land use and development throughout the unincorporated areas of the County;

WHEREAS, the SLDC establishes the creation of COs and sets out the application and approval process;

WHEREAS, the Tesuque Valley Community Association has applied to become a CO to represent the Tesuque Valley Community Planning Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Tesuque Valley Community Association is hereby recognized as the CO for the Tesuque Valley Community Planning Area.

APPROVED, ADOPTED AND PASSED this ___ day February, 2016.



Community Organization Checklist

A Community Organization is a new or pre-existing association or organization that is recognized by resolution of the Board to represent a specified geographical area within the County.

- Attend a Pre-Application Meeting with Staff to discuss boundaries, and topics of interest.

At this meeting staff will help the applicant create boundaries, maps, answer questions and complete application. Please contact: Amy Rincon at (505) 992-9857 or email at amrincon@santafecountynm.gov to set up a date and time for the meeting or with any questions.

Once the completed application is returned to the Planning Division the Administrator will review the application and make a recommendation to the Board of County Commissioners (BCC). The BCC may approve the application, deny or approve with conditions. This process will take a few weeks.

Please turn in the following items to the Planning Department on the first floor of the County Administration Building at 102 Grant Avenue, Santa Fe, NM 87504.

- Name, address, telephone number and email address of designated contact for the organization.
- Map or description of the geographical boundaries or geographical areas of interest (attach to the application, staff will help produce this map during the pre-application meeting)
- List of officers of the organization
- Signed copy of relevant organizing documents for the Community Organization (attach to application)
- Organization's regular meeting location time and date
- Date of the founding of the organization
- Number of organization members



Community Organization Application

Community Organization Name: Tesuque Valley Community Assn

Community Contact Persons

Name:	Lynn Pickard	Margo Cutler
Address:	44 Big Tesuque Canyon Santa Fe NM 87506	41 Big Tesuque Canyon Santa Fe NM 87506
Telephone number:	310-1395	982-1700

Email address: lynnpickard1@yahoo.com margo@margocutler.com

List of Officers

Name/position: Lynn Pickard, TVCA co-chair

Name/position: Stephanie Pippin, TVCA co-chair

Name/position: Jeanne Boyles, TVCA Treasurer/.

Name/position: Margo Cutler

Name/position: Sue Barnum, TVCA Board Member, Valley Floor Rep

Name/position: Rebecca Bradshaw, - Non-profits Rep

Name/Position: JD Damron, Tesuque Station Fire Chief

Name/position: David Dougherty, - Acequia Coordinator

Name/position: Cam Duncan, TVCA Board Member

Meeting Location: Tesuque Elementary School

Meeting Date and time: quarterly

Date for the founding of the organization: June 2010

Number of organization members: 240

Santa Fe County Tesuque Community Planning Area

Legend

 Santa Fe County

Municipalities

 Municipality

 Municipal Annexation Area

Tesuque Community Planning Area



Parcels



Roads

 Major Roads

 Minor Roads

Railroad Lines



Major Streams and Arroyos



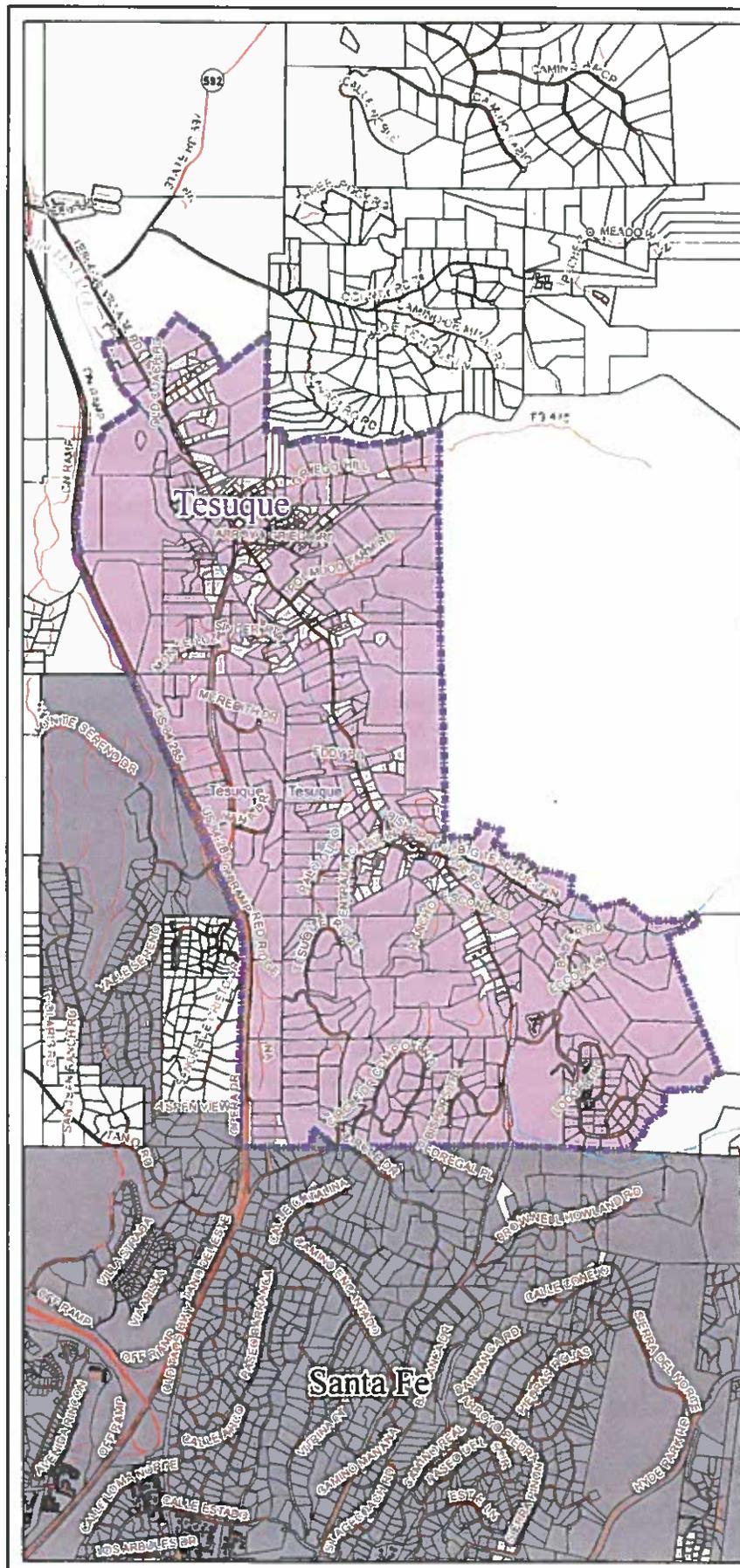


This information is for reference only.
Santa Fe County assumes no liability for
errors associated with the use of these data.
Users are solely responsible for confirming
data accuracy when necessary.



Santa Fe County
Growth Management
Department
Planning Division

Feb. 9, 2016
tesuque_community_district_revised.mxd



ARTICLE VI. MEMBERSHIP MEETINGS:

Section 1. Annual Meeting: The Annual Meeting of the members of TVCA shall be held at such time and place as designated by the Board of Directors, however, no later than the last day of December, for the purpose of electing Directors and for the transaction of such other business as may come before the membership.

Section 2. General Membership Meetings: There shall be quarterly general membership meetings each year. The meetings shall be convened upon any day decided upon by majority vote of the Board. Notification shall be by mail, newsletter, telephone calls, electronic mail lists or any other appropriate means of communication apt to reach a majority of the members. Notification shall require a minimum of 7 days notice for all active members and to the general public.

Section 3. Special or Non-Regular Meetings: Special meetings of the membership, board or committees may be called by the Chair or by majority vote of the Board as deemed necessary. Notification shall be by mail, newsletter, telephone calls, electronic mail lists or any other appropriate means of communication apt to reach a majority of the members. Notification shall require a minimum of 7 days notice for all active members, board or committee members and to the general public.

Section 4. Agenda: Subject to the approval of the Board, the Chair shall prepare the agenda for general and special meetings of the membership. Any person may add an item to the agenda by:

- a.) submitting the item in writing (including by email) to the Board at least seven (7) days in advance of the meeting or,
- b.) making a motion to the Board to add an item to the meeting agenda at the respective meeting.

Section 5. Quorum: A quorum for any general or special meeting of the Community Association is 15. A duly executed proxy will be considered as the member present for purposes of constituting a quorum.

Section 6. Participation: Any general, special, Board, or committee meeting is open to any person and all who may wish to be heard regarding any item on the agenda. Only members will be eligible to vote. All actions or recommendations of the general or special meetings shall be communicated to all affected parties, including minority opinion reports.

Section 7. Procedures: The TVCA will strive to make decisions by consensus. This process is designed to achieve long lasting decisions that are best for the whole organization and to promote a sense of community and trust among members. In the absence of consensus, Roberts Rules of Order will prevail.

2000 OCT 20 10:00 AM

Section 8. Proxies: At any meeting of members, a member entitled to vote may vote in person or may vote by proxy. Such proxy may be granted by the member to any other voting member of the Association or may be executed by mail or email to the Board prior to the vote of the meeting. The proxy shall be executed in writing, shall be valid only for the meeting designated, and must be filed with the Secretary or the Chair of the meeting before the meeting begins.

ARTICLE VII. BOARD OF DIRECTORS:

Section 1. Number of Board Members: The Board shall determine the exact numbers of Board positions annually. There shall be at least five and no more than 11 Board members, and the number shall be an odd number. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 2. Eligibility for Board Service: Only TVCA members shall be qualified to hold an elected or appointed position.

Section 3. Election of Board Members: Board members shall be elected annually by a vote of the membership at the annual meeting. The names of all candidates for the Board shall be placed in nomination by a nominating committee or by any member of the Community Association. Election requires a majority vote of the members, either present or by proxy. A member of the Board who fails to attend three consecutive regular meetings of the Board shall be deemed to have resigned.

Section 4. Terms of Office: Terms of office are staggered. The initial appointments for one (1) year terms and for two (2) year terms will be determined by the Board at their first meeting. Upon expiration of initial terms of office, all re-appointments would be for two (2) year terms.

Section 5. Board Vacancies: The Board may fill any vacancy on the Board or committees by majority vote of the remaining Directors, though less than a quorum of the Board. A member appointed to fill a vacancy shall serve the remainder of the unexpired term and until his or her successor is elected.

Section 6. Duties of Board Members: The Board shall have following responsibilities:

- a. Manage the daily affairs of the Community Association.
- b. Make decisions and represent the interests of the Community Association on all matters for which it is impractical to present to the membership in advance. All such actions shall be reported to the membership at the next regular meeting.

c. Appoint committees to perform necessary functions and represent the Community Association on specified topics.

d. Establish a yearly work plan of priority issues and projects for maintaining and encouraging involvement in the Community Association.

Section 7. Election of Officers: Board members shall meet after the annual meeting and, by majority vote of the Board members present, elect Officers of the Association.

Section 8. Board Meetings:

a. Regular Board Meetings: There shall be 12 regular Board meetings each year. The meetings shall be convened upon any day decided upon by the majority vote of the Board. Notification shall be by telephone calls, electronic mail lists or any other appropriate means of communication apt to reach a majority of the members. Special meetings of the Board may be called by the Chair or by majority vote of the Board as deemed necessary. Notification for either type of meeting shall require seven days advance notice to all Board members.

b. Quorum: A quorum for board meetings is a majority of the members of the Board.

Section 9. Termination for non-attendance: Board members failing to attend three consecutive Board meetings may be terminated from the Board upon written notice.

Section 10. Action Without Meeting: Any action required or permitted to be taken at a meeting of the Board, or of any Committee, may be taken without a meeting if consent in writing setting forth the action to be taken is signed by two-thirds of the Directors or members entitled to vote.

ARTICLE VIII. COMMITTEES: There may be standing committees as designated by the Board. Committees must have at least one Board member on them.

ARTICLE IX. CONFLICT OF INTEREST PROCEDURES: A Board member of the Association who has a financial interest which may be affected by an official act of the Board shall declare such interest prior to discussion and voting, and that declaration shall be entered into the minutes of the meeting of the Board. The Board member who has stated his or her conflict of interest shall abstain from voting on that issue.

ARTICLE X. NONDISCRIMINATION: The Community Association will not discriminate against individuals or groups on the basis of race, religion, color, sex, sexual orientation, gender identity, age, disability, legal citizenship, national origin, income, or political affiliation in any of its policies, recommendations or actions.

SEC OFFICE RECORDS 4/2/2015 12:45

ARTICLE XI. ADOPTION AND AMENDMENT OF BYLAWS:

All amendments to these bylaws must be proposed in writing and submitted to members for a reading at a general meeting before voting on their adoption may proceed at a later general meeting. Notice of a proposal to amend the bylaws, specifying the date, time and place for consideration, must be provided to all members a minimum of seven (7) days before voting. Adoption of and amendments to these bylaws shall require a two-thirds (2/3) vote by the members present at a general meeting.

■



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

STATEMENT
PAGES: 8

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of December, 2010 at 01:40:35 PM
And Was Duly Recorded as Instrument # 1620942
Of The Records Of Santa Fe County

Deputy Valerie Espinoza County Clerk, Santa Fe, NM
Witness My Hand And Seal Of Office
Valerie Espinoza

2010 DEC 22 01:40:35 PM

STATEMENT PURSUANT TO NMSA 1978, SECTION 53-10-1

I - NAME

The name of the association shall be the Tesuque Valley Community Association (TVCA).

II - OBJECTS AND PURPOSES

The TVCA is a non-profit membership of residents and businesses of the Tesuque Valley area whose purpose is to monitor and guide the development of the Tesuque Valley to insure that this development is orderly and consistent with the rural residential character of the area. It also seeks to provide a forum of mutual interest including communicating local current events, neighborhood crime watch, communication with county and city government, road safety and maintenance, area beautification, natural resource conservation and protection, and other matters of common interested which may develop from time to time.

III - NAMES AND ADDRESSES OF PERSONS FORMING THE ASSOCIATION

The TVCA was formed by an Interim Steering Committee consisting of Cameron Duncan, 6 Oso Court, Santa Fe, NM, 87506; Sue Barnum, 5 Tesuque Meadow, Santa Fe, NM, 87506; and Veronica Kraus, 1345 Bishop's Lodge Road, Santa Fe, NM, 87506.

After the adoption of the bylaws of the TVCA at a general membership meeting on June 29, 2010, which bylaws are attached hereto, the initial directors were elected and they, in turn, elected the following as officers: Cameron Duncan, co-chair; Lynn Pickard, 44 Big Tesuque Cyn, Santa Fe, NM, 87506, co-chair; Sue Barnum, secretary; and Richard Reynaldo, 224 Tesuque Village Road, Santa Fe, NM, 87506, treasurer.

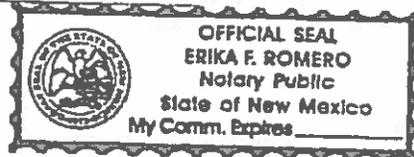
Signed in Tesuque this 15th day of November, 2010.

Cameron Duncan
Cameron Duncan

Lynn Pickard if Lynn Pickard
Lynn Pickard

Sue Barnum
Sue Barnum

Richard Reynaldo
Reynaldo



State of New Mexico } ss
County of Santa Fe }

Subscribed, sworn to and acknowledged before me by Lynn Pickard on this 22 day of December 2010.

Erika Romero
notary Exp. 1-8-11

STATE OF NEW MEXICO
COUNTY OF SANTA FE
RECORDED
12/22/2010

ARTICLES OF ASSOCIATION

Article I Name and Organization

The name of this association is the Tesuque Valley Community Association (TVCA). TVCA is designated an unincorporated nonprofit association created under the laws of the State of New Mexico.

Article II Intent and Purpose

The TVCA is a non-profit membership of residents and businesses of the Tesuque Valley area whose purpose is to monitor and guide the development of the Tesuque Valley to insure that this development is orderly and consistent with the rural residential character of the area. It also seeks to provide a forum of mutual interest including communicating local current events, neighborhood crime watch, communication with county and city government, road safety and maintenance, area beautification, natural resource conservation and protection, and other matters of common interest which may develop from time to time.

TVCA may engage in any and all other charitable activities permitted to an organization exempt from federal income tax under Section 501(c)(4) of the Code or corresponding future provisions of the federal tax law. To these ends, TVCA may do and engage in any and all lawful activities that may be incidental or reasonably necessary to any of these purposes, and it shall have and may exercise all other powers and authority now or hereafter conferred upon unincorporated nonprofit associations in the State of New Mexico.

Article III Office and Duration

1. The office of TVCA shall be located at the address at which the Chair, one of the Co-Chairs, or the Treasurer resides or at such place as the directors may from time to time determine, or as the business of TVCA may require.
2. The duration of TVCA shall be perpetual.
3. The death, removal, or resignation of any member of TVCA shall not result in its dissolution.

Article IV
Structure, Membership, and Leadership

The structure, membership, and leadership of the TVCA are outlined in its bylaws adopted on June 29, 2010, and attached hereto and incorporated herein.

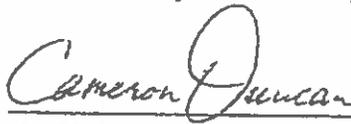
Article V
Accounting and Records

The fiscal year of TVCA shall be January 1 through December 31 of each year. All minute books, correspondence, and other records of TVCA shall be preserved by the Officers. Records that have ceased to be of use for the conduct of the affairs of TVCA may be turned over for preservation to a depository designated by it, or discarded.

Article VI
Dissolution

In the event of the dissolution of TVCA, its property, funds, and other assets shall be transferred to whatever organization or organizations operated exclusively for charitable, educational, and/or scientific purposes as TVCA may determine, provided such organization or organizations qualify as tax-exempt under the Internal Revenue Code of the United States.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Association on this 15th day of November, 2010.



Co-Chair



Co-Chair

ATTEST:



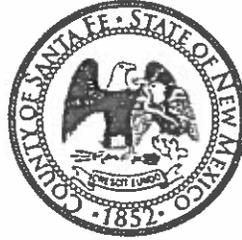
Treasurer

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Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: February 5, 2016

To: Board of County Commissioners

From: Amy Rincon, Community Planner *AR*

Via: Robert Griego, Planning Manager *RG* *KW*

Re: RESOLUTION 2016-- A RESOLUTION TO ESTABLISH A COMMUNITY ORGANIZATION FOR THE GALISTEO PLANNING AREA

SUMMARY:

The purpose of this Resolution is to establish a Community Organizations (CO) for the Galisteo Community Association for the Galisteo Community Planning Area in accordance with the Sustainable Land Development Code (SLDC).

BACKGROUND:

The Board approved the Sustainable Growth Management Plan (SGMP) by Resolution 2015-155 as the County's Comprehensive Plan which set forth a process for increased public participation through the creation of Community Organizations (CO) and Registered Organizations (RO). The SLDC details the application process for the establishment of a CO. A CO is defined as a new or pre-existing organization that is recognized by the Board to represent a specified geographical area within the County in accordance with the application procedures identified in the SLDC.

Once approved by the Board, the CO will have rights and responsibilities identified in the SLDC to include the right to receive notice and provide written recommendations for any discretionary development application within the defined geographic area.

The Galisteo Community Association has met with County Planning staff and has submitted an application in accordance with the SLDC. The application includes a map with the geographic boundaries of the CO which is identified as the Galisteo Community Planning Area. The CO checklist is included in the packet along with the application. Staff has reviewed the application in accordance with the SLDC. The CO application is included as Exhibit B.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Resolution to recognize the Galisteo Community Association to establish a Community Organization for the Galisteo Planning Area.

EXHIBIT A: Resolution 2016-- A Resolution to Establish a Community Organization for the Galisteo Community Planning Area

EXHIBIT B: Galisteo Community Association Application



THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION TO ESTABLISH A COMMUNITY ORGANIZATION FOR
THE GALISTEO COMMUNITY PLANNING AREA

WHEREAS, on October 27, 2015, the Board of County Commissioners adopted the Sustainable Growth Management Plan (SGMP) and designated it as the comprehensive plan for Santa Fe County as prescribed by New Mexico law, including but not limited to NMSA 1978, Section 3-21-5;

WHEREAS, the SGMP provides that the County will establish Community Organizations (CO) "for communities and community-oriented organizations to have an improved public participation process to meet community needs and to make recommendations with respect to development projects and community development issues;"

WHEREAS, the Galisteo Community Plan has been adopted as an amendment to the SGMP, which identifies the Galisteo Community Planning Area;

WHEREAS, on December 8, 2015, the Board of County Commissioners adopted the Sustainable Land Development Code (SLDC) which governs land use and development throughout the unincorporated areas of the County;

WHEREAS, the SLDC establishes the creation of COs and sets out the application and approval process;

WHEREAS, the Galisteo Community Association has applied to become a CO to represent the Galisteo Community Planning Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Galisteo Community Association is hereby recognized as the CO for the Galisteo Community Planning Area.

APPROVED, ADOPTED AND PASSED this ___ day February, 2016.

BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chairman

Attest:

Geraldine Salazar, Santa Fe County Clerk

Approved As To Form:



Gregory Shaffer, County Attorney



Community Organization Checklist

A Community Organization is a new or pre-existing association or organization that is recognized by resolution of the Board to represent a specified geographical area within the County.

- Attend a Pre-Application Meeting with Staff to discuss boundaries, and topics of interest.

At this meeting staff will help the applicant create boundaries, maps, answer questions and complete application. Please contact: Amy Rincon at (505) 992-9857 or email at amrincon@santafecountynm.gov to set up a date and time for the meeting or with any questions.

Once the completed application is returned to the Planning Division the Administrator will review the application and make a recommendation to the Board of County Commissioners (BCC). The BCC may approve the application, deny or approve with conditions. This process will take a few weeks.

Please turn in the following items to the Planning Department on the first floor of the County Administration Building at 102 Grant Avenue, Santa Fe, NM 87504.

- Name, address, telephone number and email address of designated contact for the organization.
- Map or description of the geographical boundaries or geographical areas of interest (attach to the application, staff will help produce this map during the pre-application meeting)
- List of officers of the organization
- Signed copy of relevant organizing documents for the Community Organization (attach to application)
- Organization's regular meeting location time and date
- Date of the founding of the organization
- Number of organization members



Community Organization Application

Community Organization Name: Galisteo Community Association

Community Contact Person

Name: Wayne King, Acting President, Treasurer and Director

Address: 22 Avenida Vieja

Telephone number: 505.466.3219

Email address: ocmulgee@wildblue.net

List of Officers

Name/position: Wayne King	Acting President and Director
Name/position: Barbara Seiler	Vice-President and Director
Name/Position: Wayne King	Treasurer and Director
Name/position: Judy Tuwaletstiwa	Secretary and Director
Name/position: Phillip Pfeiffer	Director (see attached sheet)

Meeting Location: Galisteo Community Center 35 Avenida Vieja, Galisteo 87540

Meeting Date and time: Third Wednesday of January, March, May, July, Sept, November

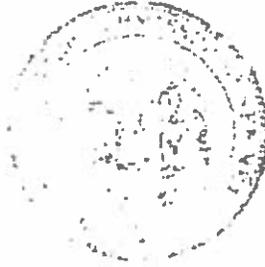
Date for the founding of the organization: March 8th, 1973

Number of organization members: approximately 250



List of Officers continued:

Peggy Diggs	Director
Evelyn Gregory	Director
Shirley Hirsch	Director
Michael Golino	Director



OFFICE OF
THE STATE CORPORATION COMMISSION

CERTIFICATE OF AMENDMENT

OF

THE GALISTEO COMMUNITY CORPORATION

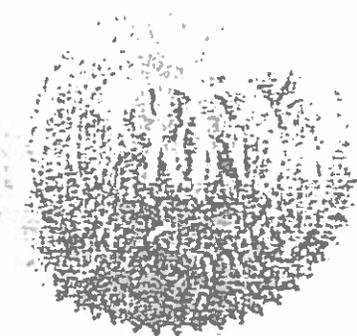
3104221

The State Corporation Commission certifies that duplicate originals of the Articles of Amendment attached hereto, duly signed and verified pursuant to the provisions of the NONPROFIT CORPORATION ACT (53-8-1 to 53-8-99 NMSA 1978) have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated: FEBRUARY 6, 1995

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe



William D. Block
Chairman
[Signature]
Director

3104221

FILED IN OFFICE OF
STATE CORPORATION COMMISSION
OF NEW MEXICO

TYPE OR PRINT LEGIBLY
FEB - 6 1995

CORPORATION DEPARTMENT

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 53-8-37 NMSA 1978 of the Nonprofit Corporation Act the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is The Galisteo
Community Corporation 0761148

SECOND: The following amendment to the Articles of Incorporation was adopted by the corporation on Jan. 2 1995, in the manner prescribed by the New Mexico Nonprofit Corporation Act.
(INSERT AMENDMENT)

see attached

THIRD: (Mark an X by the appropriate action taken):

A quorum of the members entitled to vote was present and the amendment received at least two-thirds (2/3) of the votes which members present at the meeting or represented by proxy were entitled to cast;

The amendment was adopted by a consent in writing signed by all members entitled to vote thereto;

No members are entitled to vote thereon, therefore, the vote of a majority of the board of directors in office voted for adoption of said amendment.

Date Jan. 4, 1995.

Galisteo Community Corp.
(Name of Corporation)

By [Signature]
Its President

and [Signature]
Its Secretary

(See cover page for signatures)

FILE DUPLICATE ORIGINALS

THE GALISTEO COMMUNITY CORPORATION

07/14/48

AMENDED ARTICLES OF INCORPORATION

ARTICLE THREE: Said corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE FOUR: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE SIX: Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purpose.

STATE OF NEW MEXICO



Certificate of Filing

United States of America }
State of New Mexico } SS.

It Is Hereby Certified that there was filed for record in the office of the State Corporation Commission of the State of New Mexico on the -----BTH----- day of -----MARCH, 1973-----

ARTICLES OF INCORPORATION
OF
THE GALISTEO COMMUNITY CORPORATION

(76,114)

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe on this -----BTH----- day of -----MARCH, 1973-----

MAR 8 1973

ARTICLES OF INCORPORATION
OF
THE GALISTEO COMMUNITY CORPORATION

We, the undersigned, all being of full age, do hereby certify that we have on this date formed a corporation under the laws of the State of New Mexico, and we do further certify:

ARTICLE I

The name of the corporation shall be the Galisteo Community Corporation.

ARTICLE II

The objects and purposes are to stimulate and make available all possible local and external resources to the goals and problems of Galisteo and its residents, thereby encouraging individual growth and community welfare.

ARTICLE III

The corporation does not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE IV

The period of existence of the corporation is fifty (50) years.

ARTICLE V

The location of the corporation's registered office is in the village of Galisteo, County of Santa Fe, State of New Mexico.

ARTICLE VI

The names and addresses of the incorporators are:

- | | |
|-------------------|----------------------|
| Christine Griscom | Galisteo, New Mexico |
| Richard Griscom | Galisteo, New Mexico |
| Robert Rosenwald | Galisteo, New Mexico |

ARTICLE VII

The first board of directors is composed of eight members, whose tenure of office is for six months, as follows:

- | | |
|------------------|----------------|
| Joanne Anaya | Galisteo, N.M. |
| Vernon Anaya | Galisteo, N.M. |
| Richard Griscom | Galisteo, N.M. |
| Anna Montoya | Galisteo, N.M. |
| Emiliano Montoya | Galisteo, N.M. |
| Robert Robbins | Galisteo, N.M. |
| Robert Rosenwald | Galisteo, N.M. |
| Robert Rosenwald | Galisteo, N.M. |

Dated this 9th day of March, 1973.

Christine Griscom
Richard Griscom
Robert

STATE OF NEW MEXICO
COUNTY OF SANTA FE

On this 9th day of March, 1973 before me personally appeared Christine Griscom, Richard Griscom, and Robert Rosenwald to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and notarial seal the day and year above written.

Marie E. [Signature]
NOTARY PUBLIC

My commission expires Nov. 13, 1975

**AMENDED BYLAWS
OF THE
GALISTEO COMMUNITY CORPORATION
COMMONLY KNOWN AS THE
GALISTEO COMMUNITY ASSOCIATION**

ARTICLE 1: PURPOSE

The Galisteo Community Association, incorporated March 8, 1973 as the Galisteo Community Corporation, (the "GCA") has been formed to assess the needs of the community and facilitate the fulfillment of these needs and activities; to ensure community and individual rights; to maintain and preserve the historic nature of the Village of Galisteo; to protect and improve the quality of our environment; to maintain, protect, and improve community properties and facilities; and to enhance the quality of life in and around the Village of Galisteo.

ARTICLE 2: LOCATION

The principal office of the GCA, at which the general business of the GCA will be transacted and where the records of the GCA will be kept, will be at the Galisteo Community Center, 35 Avenida Vieja, Galisteo, New Mexico 87540.

ARTICLE 3: BOOKS AND RECORDS

The GCA will keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of the Board; and (iii) originals or copies of the Articles of Incorporation and these Bylaws. The GCA also will keep a correct and complete record of the names and addresses of the Directors. All books and records of the GCA may be inspected, at either the registered office or the principal office of the GCA, by any Member or Director for any proper purpose at any reasonable time.

ARTICLE 4: MEMBERSHIP

4.1 Membership. Membership in the GCA shall be automatic for all individuals 18 years of age or older who have resided in the vicinity of Galisteo (as defined below) for at least six consecutive months ("Member").

4.2 Area. The boundaries of the GCA include:

To the North – Mile marker 59
To the South – Southern edge of the rodeo grounds
To the East – San Cristobal Ranch fence-line
To the West – Railroad Tracks

4.3 Meetings. There shall be a minimum of one general membership meeting annually. Additional meetings may be called by the Board or a petition signed by not fewer than 20 Members.

4.4 Quorum. A quorum for general membership meetings shall consist of 20 Members (including Members currently serving on the Board), and no votes shall be taken without a quorum present at the meeting. If a meeting fails to achieve a quorum of the Members, or if a quorum is lost at some point during the course of a meeting, the meeting must

be either suspended until such time as a quorum can be reestablished, rescheduled for another time when a quorum can be established, conducted as a "study session" during which no actions shall be taken, or terminated.

4.5 Voting. All Members physically in attendance at general membership meetings shall be entitled to vote. No proxies or absentee votes are permitted. All motions or matters presented to the membership at a meeting at which a quorum is present shall be by majority vote of the Members present unless a higher amount is required by these Bylaws or the Articles of Incorporation.

4.6 Notice. General membership meetings will be held at the Community Center and the Members notified as to date, time, and agenda at least 7 days in advance.

ARTICLE 5: BOARD OF DIRECTORS

5.1 Number. The day-to-day affairs of the GCA shall be governed by a Board of Directors composed of not less than three and not more than nine persons (known individually as a "Director" or collectively as the "Board"). The Board shall consist of a President, Vice-President, Secretary, Treasurer, and five "at-large" Directors. The Board may also have up to two Alternate Directors with such powers as are described herein.

5.2 Powers. The Board shall have all the powers necessary and available for the administration of the GCA permitted under the New Mexico Nonprofit Corporation Act. The Board shall have the power to delegate authority to further the purposes of the GCA; provided, however, that at all times the Directors shall retain and shall fulfill their fiduciary duties to the GCA, including the duty of care, the duty of loyalty, the duty to manage accounts, and the duty of compliance. The Board, at its discretion, may defer "major issues" for a vote of the general membership at any duly called general membership meeting at which a quorum of the Members is present.

5.3 Election. Nominations (including self nominations) for the Board may be made by any Member in attendance at a general membership meeting at which elections have been noticed to be held. The nominated Member must be a Member of the GCA and consent to serve on the Board. All nominated members shall be given the opportunity to briefly address the assembled membership. If a Member desires to be a Director and/or Officer but cannot be present at the general membership meeting, the Member may submit a written statement of their interest and qualifications to be read aloud at the meeting. Election shall be for specific Board seats (such as any one of the officer positions, as an "at large" Director, or as an Alternate Director).

5.4 Manner. Positions on the Board shall be filled one at a time. Voting for Directors shall be by secret ballot unless there is only one nominee for a particular position and no apparent opposition, in which case election may be by acclamation. If there are two or more nominees for a particular position, the nominee receiving the most votes wins. A nominee that fails to win one position may be nominated to fill another position.

5.5 Term. The term of each such Director's service shall be two years from the anniversary date of the meeting at which such Director was elected. Upon expiration of a Director's term of service, such Director may be reelected for a subsequent term.

5.6 Term Limits. No Director shall serve for more than two consecutive two-year terms (a total of four years); provided, however, that if a Director is elected to an officer position in the first

or third year of service, then such Director's term shall automatically be extended (if necessary) for an additional year. After a two-year period off the Board, a Member shall again be eligible for service on the Board. No service as a Director prior to March 23, 2011 shall count against these term limits.

5.7 Vacancies. Vacancies in the Board shall be filled by the membership at any duly called general membership meeting at which a quorum of the Members is present, and each person so called shall be a Director until such Director resigns, is removed, or such Director's term expires; provided, however, that a Director who fails to attend three consecutive meetings of the Board without notice to the Board shall be considered to have resigned.

5.8 Removal. Any one or more of the Directors may be removed for cause by the affirmative vote of two-thirds of the Members present at duly called general membership meeting at which a quorum is present, and a successor may then and there be elected to fill each vacancy thus created. "Cause" includes mismanagement of the GCA, violation of the Articles or these bylaws, or conduct not in keeping with the standards of the GCA or the community at large.

5.9 Compensation. The Directors shall serve without salary or compensation, but may be reimbursed for out-of-pocket expenditures authorized by the Board.

5.10 Regular Meetings. Unless otherwise determined by a majority vote of the Board, regular meetings of the Board shall be held no less than quarterly or as often as necessary to conduct business. All Members of the GCA are entitled to attend Board meetings provided that they not disrupt the meetings and provided further that the Board may, by resolution, go into "closed" session where only the Directors are present to discuss matters of a sensitive nature.

5.11 Special Meetings. Special meetings of the Board may be called by the President on twenty-four hours notice to each Director, given personally or by mail, telephone, or e-mail, which notice shall state the time and purpose of the meeting.

5.12 Quorum. At all meetings of the Board, a simple majority of the Directors then duly elected shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. A quorum must be maintained for the duration of the meetings. If a quorum is lost at some point during the course of a meeting, the meeting must be either suspended until such time as a quorum can be reestablished, rescheduled for another time when a quorum can be established, conducted as a "study session" during which no actions shall be taken, or terminated.

5.13 Conduct. All Directors participating in a meeting, including the President or such other Director running such meeting, may make motions and vote on all matters before the Board at such meeting. Participation at meetings by teleconference is permissible and, for the purposes of establishing a quorum and all other purposes, Directors present shall include those participating by teleconference. No proxies or absentee votes are permitted. The Board may prescribe reasonable rules for the conduct of all meetings of the GCA and, in the absence of such rules, standard Robert's Rules of Order shall be used.

5.14 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the unanimous written or e-mailed approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

5.15 Conflict of Interest. All Directors shall exercise their powers and duties in good faith and shall fulfill their fiduciary duties to the GCA. The existence of any conflict of interest, potential conflict of interest, or potential appearance of conflict of interest shall be disclosed by the affected Director to the Board at the earliest opportunity and noted in the minutes. The actual existence or non-existence of a conflict of interest may be determined by the Board. Any Director with a conflict of interest may be counted in determining the presence of a quorum of any meeting but shall not vote on any matter where a conflict of interest exists.

5.16 Duties. Directors shall perform their duties as a Director in good faith, in a manner the Director believes to be in the best interests of the GCA, and with such care as an ordinarily prudent person would use under similar circumstances. A Director shall be entitled to rely on factual information, opinions, reports, or statements prepared or presented by individuals whom the Director reasonably believes to be reliable and competent in the matters presented, counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or a committee of the Board, duly designated in accordance with these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence. Notwithstanding the foregoing, the Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

5.17 Alternates. The Board may include up to two alternate members ("Alternate Directors"), who shall have all of the rights, powers, and duties of the Directors; provided, however that such Alternate Directors may only vote if their vote is necessary to establish a quorum at a meeting of the Directors. Alternate Directors shall automatically become Directors upon the resignation or removal of a Director but shall not attain their officer status, if any. In the event that there are two Alternate Directors and only one may vote or become a Director then the Alternate Director whose last name is first alphabetically shall be entitled to vote or become the Director.

ARTICLE 6: OFFICERS

6.1 Designation. The officers of the GCA shall be a President, a Vice President, a Secretary, and a Treasurer, and other officers as deemed necessary by the Board.

6.2 Election. The officers of the GCA shall be elected by the Members biannually at a general membership meeting provided that a quorum of the Members is present. In the event of a vacancy in any office, the remainder of the term may be filled at any duly called general membership meeting at which a quorum of the Members is present.

6.3 Term. Each officer shall serve for a term of two years from the date of election as such officer and may be elected to subsequent terms as the same or different officer provided that at the time of election they are a Director in good standing.

6.4 Removal. Any one or more of the Officers may be removed for cause by the affirmative vote of two-thirds of the Members present at duly called general membership meeting at which a quorum is present, and a successor may then and there be elected to fill each vacancy thus created. "Cause" includes mismanagement of the GCA, violation of the Articles or these bylaws, or conduct not in keeping with the standards of the GCA or the community at large.

6.5 President. The President or the President's designate shall preside at all meetings of the GCA and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of President of a nonprofit corporation.

6.6 Vice President. The Vice President shall have all the powers and authority, and shall perform all the functions and duties, of the President, in the absence of the President or due to the President's inability for any reason to exercise such powers and authority or perform such functions and duties.

6.7 Secretary. The Secretary shall ensure that a record is kept of the meetings of the Board and of all meetings of the GCA. The Secretary shall have charge of such books and papers as the Board may direct.

6.8 Treasurer. The Treasurer shall ensure the keeping of full and accurate accounts of all receipts and disbursements in the name, and to the credit, of the GCA in books belonging to the GCA which will be open at all times to the inspection of the Board, and in such banks and accounts as may from time to time be designated by the Board. The Treasurer shall from time to time present reports to the Board as it may require.

ARTICLE 7: COMMITTEES

The Board may designate one or more *ad hoc* committees, each of which will consist of at least one committee chair (appointed by the President of the Board) and one or more committee Members. Committee Members shall be considered "Adjunct Board Members" for all matters within the scope of the committee's duties, but shall not attain the status of Director as otherwise described in these Bylaws. The studies, findings, and recommendations of all committees will be reported to the Board for consideration and final action, except as otherwise directed by the Board. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon them by law.

ARTICLE 8: FINANCIAL MATTERS

8.1 Contracts. The Board may authorize any officer of the GCA to enter into any contracts for and on behalf of the GCA; provided, however that such authority may not be general but must be confined to specific instances. The officers of the GCA (acting collectively as an Executive Committee) may authorize, without further Board action, the entering into of any contract for a sum of \$500 or less, but shall so notify the Board of such action at the next convenient opportunity.

8.2 Loans. The GCA shall not loan money to any Director or Member of the GCA or any other person or entity. Any Director or officer of the GCA authorizing or assenting to such a loan in contravention of this Article shall be personally liable to the GCA for the total amount of such loan.

8.3 Deposits. All funds of the GCA shall be deposited from time to time to the credit of the GCA in such banks as the Board may select. By written resolution the Board from time to time may designate which officers may sign checks and drafts on behalf of the GCA, including the maximum amounts of such checks and drafts and when such checks or drafts shall require signatures of more than one Director.

8.4 Obligations. The Members and Directors the GCA shall not be personally liable for the GCA's obligations.

8.5 Fiscal Year. The fiscal year of the GCA shall be the calendar year unless otherwise set by resolution of the Board.

ARTICLE 9: IMMUNITY, INDEMNIFICATION, & INSURANCE

9.1 Immunity. No Director shall be personally liable for any damages resulting from: any negligent act or omission of the GCA; any negligent act or omission of another Director of the GCA; or any act or omission of the Director personally unless the Director breached or failed to perform the duties of their office and the breach or failure to perform constituted willful misconduct or recklessness.

9.2 Indemnification. The GCA shall indemnify any Director or former Director of the GCA against reasonable expenses, costs, and attorneys' fees actually and reasonably incurred in connection with the defense of any action, suit, or proceeding in which the Director is made a party by reason of being or having been a Director of the GCA. The indemnification shall include any amounts paid to satisfy a judgment or to compromise or settle a claim. The Director shall not be indemnified if they shall be determined to have breached or failed to perform the duties of their office and the breach or failure to perform constituted willful misconduct or recklessness.

9.3 Insurance. The GCA may maintain insurance, at its expense, to protect itself and its directors, officers, employees, and agents, against any loss, cost, liability, or expense related to the GCA or any director's, officer's, employee's, or agent's service to the GCA, regardless of whether the GCA would have the power or duty to indemnify such person against such loss, costs, liability, or expense under the provisions of these Bylaws or the New Mexico Nonprofit Corporation Act.

ARTICLE 10. AMENDMENTS TO BYLAWS

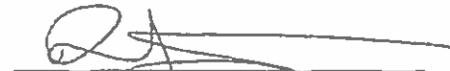
Amendment of these Bylaws shall require a two-thirds vote of the Members at duly called general membership meeting at which a quorum is present.

IN WITNESS WHEREOF, the undersigned acknowledge that the foregoing Bylaws were duly approved by the Members on April 18, 2012.

By:


Anna Cardenas, President

By:


Roger Taylor, Secretary

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager *KM*
Rachel O'Connor, Director, Community Services Department

From: Carole Jaramillo, Finance Director *CJ*

Date: February 4, 2016

Subject: Resolution No. 2016 - _____, A Resolution Requesting A Budget Increase To The Alcohol Programs Fund (241) To Budget A Grant Awarded To The DWI Program / \$135,493.00. (Finance Division / Carole Jaramillo)

Issue:

Request approval of a Resolution for a budget increase to the Alcohol Programs Fund (241) by \$135,493.00 through a Reversion Grant awarded to the DWI Program by the New Mexico Department of Finance and Administration Local Government Division.

Background:

Local DWI (LDWI) funds provide the bulk of the funding for the Santa Fe County DWI Program. These funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). The Reversion Grant allows for Santa Fe County to apply for LDWI funds reverted back to DFA by the DWI program. Santa Fe County was awarded \$135,493.00.

County Staff developed the application and incorporated suggestions from staff and the DWI Planning Council. This grant application was endorsed by the DWI Planning Council.

Staff Recommendation:

Staff recommends the approval of this resolution.

SANTA CRUZ COUNTY

RESOLUTION 2016 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 23, 2016, did request the following budget adjustment:

Department / Division: Community Services Fund Name: DWI Program Alcohol Program Fund (241)

Budget Adjustment Type: Increase Budget Fiscal Year: 2016 (July 1, 2015 - June 30, 2016)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
241	0476	371	0400	State Grants/DWI-Prevention	135,493	
TOTAL (if SUBTOTAL, check here)					135,493	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
241	0476	464	5003	Professional Services/Contractual Operating/Advertising and Printing	115,493	
241	0476	464	7037		20,000	
TOTAL (if SUBTOTAL, check here)					135,493	

Requesting Department Approval: Patricia Brown Title: Division Director Date: 2/2/16

Finance Department Approval: Carolyn Gaudin Date: 2/9/16 Entered by: _____ Date: _____

County Manager Approval: Patricia Brown Date: 2/17/16 Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2016 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY:

DEPARTMENT CONTACT: Name: Joyce Varela Dept./Div: Community Services Phone No.: 992-9843

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.
The DWI Program is requesting an increase to the budget to include a DWI Reversion Grant that was awarded to the program through the Department of Finance and Administration (DFA). This grant will be utilized to expand services and promote public awareness in regards to DWI within SF County.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
5003	Contract services to implement a urinalysis testing program for DWI offenders convicted of a first and second offense.	50,000
5003	To issue a Request for Proposals for services to seek qualified entity/entities to implement prevention programs that will reduce underage drinking, DWI and related risk factors among Santa Fe County youth.	65,493

- 2) Is the budget action for RECURRING expense _____ or for NON-RECURRING (one-time only) expense X

SANTA FE COUNTY

RESOLUTION 2016 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Joyce Varela Dept/Div: Community Services Phone No.: 992-9843

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
 - a) If this is a state special appropriation, YES _____ NO X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES X NO _____
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

Grant Name: DWI Grant Agreement Grant No. 16-D-J-G-27
Grant Amount: \$135,493.00 Date Awarded: December 8, 2015

- c) Is this request is a result of Commission action? YES _____ NO X
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

Compliance Fees Collected by the DWI Program is the source for the match on this grant.

SANTA FE COUNTY
RESOLUTION 2016 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 23rd Day of February, 2016.

Santa Fe Board of County Commissioners

Miguel M. Chavez, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

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

DWI GRANT AGREEMENT
Project No. 16-D-J-G-27

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration ("DFA"), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 203 Santa Fe, New Mexico 87501, referred to as the DIVISION, and the County of Santa Fe, referred to as the GRANTEE.

WITNESSETH:

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

WHEREAS, on October 20, 2015, the DWI Grant Council awarded the Grantee \$135,493.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

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

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be through June 30, 2016.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall notify the Division in writing at least 30 days prior to the termination date of this Grant Agreement, in order for the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completing the work. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-

appealable.

ARTICLE III - REPORTS

A. Evaluation

The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Division's designated evaluation contractor to develop and implement an evaluation system.

B. Progress Reports

1. For the Division to adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide information on a Quarterly Progress Report and Certification Form ("Report"), attached as Exhibit B and made a part of this Grant Agreement. The content of the Report shall include a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, the LDWI Planning Council meeting agendas, the LDWI Planning Council meeting minutes, and other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Report is due January 29, 2016.
2. Grantee assures that the Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Report shall be submitted to the Division no later than April 29, 2016 for review and comment.
4. For the Division to adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that the information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set ("MDS") Report for the entire term of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than July 15, 2016.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and MDS data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than July 29, 2016.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$135,493.00. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part of this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories included in the budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Reports accompanied by the following completed forms, which are made a part of this Grant Agreement: Request for Payment Form, attached as Exhibit "D" and "D(1)"; Fees Collected Summary Form, attached as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached as Exhibit "G." Request for Payment forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of 30 days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

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

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and its implementing regulations and all other New Mexico State laws and rules as they pertain to all activity conducted under this Grant Agreement; and by signing this agreement the Grantee provides to the Division verification of compliance with these requirements.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. It shall include in all of its contracts pertaining to programs assisted under this Grant Agreement the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws, rules and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its program providers, whether employed or contracted, to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior

to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.

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

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

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII - REPRESENTATIVES

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

Name: Lupe Sanchez

Title: DWI Coordinator
Address: 2052 Galisteo St Suite C
Santa Fe, New Mexico 87505
Phone: 505-992-9840
Fax: 505-992-9855
Email: lasanchez1@santafecounty.gov

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

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

Phone: 505-827-4748
Fax: 505-827-4330
Email: norma.vazquez@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets \$48,089.00 (35%) as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than 10 percent of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the treatment program protocol as part of the first quarterly Report, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be provided to the Division for its review and comment.
- D. The Grantee shall submit to the Division written copies of the description of the screening program protocol as part of the first quarterly Report, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the compliance monitoring program protocol as part of the first quarterly Report, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be provided to the Division for its review and comment.

- F. The Grantee shall submit to the Division LDWI Planning Council by-laws as part of the first quarterly Report.
- G. The Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.
- H. The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

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

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

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

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF SANTA FE

By: Katherine Miller
/ Authorized Signatory

11-30-2015
Date

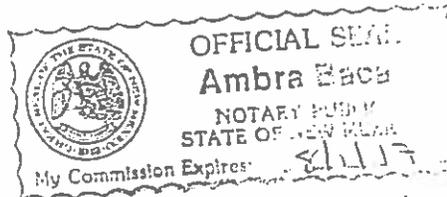
Approved as to form
Santa Fe County Attorney

By: Robert A. Garcia
Date: 11-17-15

Carolee Gouville
11/23/15

Katherine Miller
(Type or Print Name)

STATE OF NEW MEXICO)
) ss.
COUNTY OF Santa Fe)



The foregoing instrument was acknowledged before me this 30 day of November, 2015 by Katherine Miller.

Ambra Baca
Notary Public

My Commission Expires: 8/1/17

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: Rick Lopez
Rick Lopez, Director

12/8/15
Date

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

The foregoing instrument was acknowledged before me this 8 day of December, 2015 by Rick Lopez.

Camille Baca
Notary Public

My Commission Expires: 3-17-18

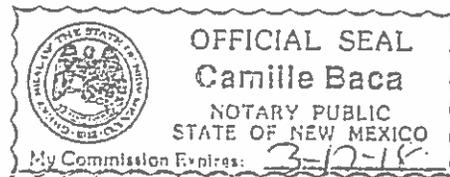


EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Santa Fe

Grant No.: 16-D-J-G-27

Grant Amount: \$135,493.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Enforcement:

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

3) Screening:

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

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

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

4) Compliance Monitoring/Tracking:

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

5) Coordination, Planning, and Evaluation:

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

