

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: February 26, 2019

TO: Santa Fe County Board of County Commissioners

FROM: Erika Thomas, Budget Administrator

VIA: Katherine Miller, County Manager

Pablo Sedillo, Public Safety Director

David Sperling, Fire Chief

RE: Resolution No. 2019 - _____, A Resolution Requesting a Budget Increase to the Fire Operations Fund (244) to Budget the 2019 YCC Grant Award in the amount of \$93,003 (Finance Division / Erika Thomas)

SUMMARY:

The Finance Division requests approval of this resolution to budget an increase to the Fire Operations Fund (244) in the amount of \$93,003 for the 2019 YCC Grant. This is a grant awarded through the New Mexico State Energy, Minerals, Natural Resources Department and the Youth Conservation Corps Commission.

BACKGROUND:

On December 1, 2018, Grant Agreement YCC No. 19-522-0150-0077/SFC MOU 2019-0160-FD/DD was awarded to Santa Fe County Fire Department. The Youth Conservation Corps Commission Grant (YCC) is utilized to employ up to six youth, ages 18-25 and to provide training in natural resources such as forest management, fire ecology, and watershed health for a period of six months. Project work will consist of hazard fuel reduction projects located in Santa Fe County aimed at reducing risk of wildland fire and improving forest health. These projects are tied directly to the Santa Fe County Community Wildfire Protection Plan (CWPP), which was adopted in 2008. This crew will also be available to fight wildland fires.

REQUESTED ACTION:

The Finance Division requests approval of this resolution to increase the budget in the Fire Operations (244) Fund in the amount of \$93,003 to budget the 2019 YCC Grant.

SANTA FE COUNTY

RESOLUTION 2019 - _____

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

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

Department / Division: Fire Department Fund Name: 2019 YCC Grant Fund (244)
 Budget Adjustment Type: Budget Increase Fiscal Year: 2019 (July 1, 2018 - June 30, 2019)

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
244	0887	372	19-00	YCC Grant/Federal	93,003	
TOTAL (if SUBTOTAL, check here)					93,003	

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
244	0887	422	10-24	Salaries & Wages/Temp Employees	75,901	
244	0887	422	20-01	Employee Benefits/FICA Regular	5,096	
244	0887	422	20-02	Employee Benefits/FICA Medicare	1,192	
244	0887	422	20-08	Employee Benefits/Workers Comp	66	
244	0887	422	40-02	Maintenance / Equipment	500	
244	0887	422	60-02	Supplies/Safety Supplies	9,170	
244	0887	422	60-07	Supplies/Operational Supplies	578	
244	0887	422	80-99	Capital Purchases/Inventory Exempt	500	
TOTAL (if SUBTOTAL, check here)					93,003	

Requesting Department Approval: *[Signature]* Title: Chief Date: 2.11.19
 Finance Department Approval: *E. Thomas* Date: 2.13.19 Entered by: _____ Date: _____
 County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2019 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

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.

On December 1, 2018, Grant Agreement YCC No. 19-522-0150-0077/SFC MOU 2019-0160-FD/DD was awarded to Santa Fe County Fiore Department. The Youth Conservation Corps Commission Grant (YCC) is utilized to employ up to six youth ages 18-25 and to provide training in natural resources such as forest management, fire ecology, and watershed health for a period of six months. Project work will consist of hazard fuel reduction projects located in Santa Fe County aimed at reducing risk of wildland fire and improving forest health. These projects are tied directly to the Santa Fe County Community Wildfire Protection Plan (CWPP), which was adopted in 2008. This crew will also be available to fight wildland fires.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10-24	Hire 6 Youth for Wildland Hand Crew	Temporary	Forestry Technician & Lead

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
80-99	Chain Saw	500

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

SANTA FE COUNTY

RESOLUTION 2019 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

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
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES 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.

NM State Energy, Minerals and Natural Resources Department – Youth Conservation Corps (YCCC) Grant

- c) Is this request a result of Commission action? YES NO
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. The match requirement will be met by an “in kind” match to include training, vehicles and equipment currently utilized by the SFCFD Wildland Division as well as the salary and benefits of the Wildland Captain’s position which is all funded by the 244-0801-421 Fire Administration budget and 244-0815-422 Wildland Program budget.

SANTA FE COUNTY
RESOLUTION 2019 - _____

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 26th Day of February, 2019.

Santa Fe Board of County Commissioners

Anna Hamilton, Chair

ATTEST:

Geraldine Salazar, County Clerk



Susana Martinez,
Governor

New Mexico Youth Conservation Corps Commission



<p>Wanda Bowman Chair</p> <p>Beth Wojahn Vice Chair</p> <p>Wendy Kent Executive Director</p>	<p>Public Members:</p> <p>Wanda Bowman Ana Mangino Andrew Frederick Sharon Hickey Cindy Lovato-Farmer</p>	<p>Agency:</p> <p>Aubrey Dunn Commissioner, SLO</p> <p>Christopher N. Ruskowski Acting Cabinet Secretary, PED</p>	<p>Monique Jacobsen Cabinet Secretary, CYFD</p> <p>Ken McQueen, Cabinet Secretary, EMNRD</p>
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December 1, 2018

Mike Feulner
Santa Fe County
35 Camino Justicia
Santa Fe, NM 87508

Email: mfeulner@santafecountynm.gov

Dear Mike:

This letter is to inform you that Santa Fe County has been awarded \$93,003.10 for the State of New Mexico's FY19/FY20 Youth Conservation Corps (YCC) Program year.

Please formally notify us of your intent to accept or decline the award by signing the attached two forms and return both to our office by as quickly as possible (fax or scanned copy is accepted).

The YCC staff will be holding a project administration workshop for the benefit of **first time** project coordinators and finance personnel who will be involved in YCC project. All Contractors will be contacted with the date, time and location of the workshop. Attendance is **MANDATORY** for the **first time** project coordinator and the individual responsible for doing the reimbursements. Additional discussion items will include; contract administration, documentation of work/education preformed, hiring practices, the reimbursement process, file management and other pertinent topics.

No PURCHASES or work can begin on your Project until all parties have signed the contract and the Contractor receives a "Letter to Proceed" from the YCC office. Any work performed, or invoices generated before receiving the "Letter to Proceed" will not be reimbursed.

Sincerely,

Wendy Kent, Executive Director

Enclosures: 2



NEW MEXICO YOUTH CONSERVATION CORPS COMMISSION



FY19/F20 Award Form

The Youth Conservation Corps Commission has awarded Santa Fe County (Contractor) funding in the amount of \$93,003.10 based on the following conditions: *The YCC Commission would like a copy of the County's Council resolution that indicates approval of proposed projects and a copy of the meeting minutes documenting governing body's adoption of resolution.*

The technical and cost proposal will need to be entered into the YCC Web Based (on-line) RFP site exactly as written in the hard copy before receiving the "Letter to Proceed".

We, (Check the Appropriate Box)

Accept the Funding

Do Not Accept the Funding

Authorized Signature

TONY FLORES

Printed Name

12.15.19

Date



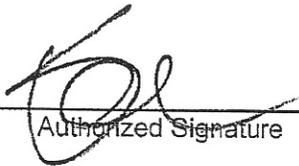
NEW MEXICO YOUTH CONSERVATION CORPS COMMISSION



Susana Martinez,
Governor

Insurance Coverage Documentation Form for YCC Project

I, as the representative of Santa Fe County certify that the YCC members and Project will be covered by our organization's worker's compensation and general liability insurance policies for the duration of the Project.


Authorized Signature

TOLY FLORES
Printed Name

12.5.16

Date

Non-Profit and Tribal Organizations will be required to submit proof that the organization has worker's compensation and general liability policies in place for the duration of the Project.

Additional Information:

Contractors whose project will take place on State or Federal lands may be required to provide a letter from the Property Owner that a NEPA has been completed and there are no significant cultural sites that will be affected by the work project taking place at that location. Work with the property owner to confirm ahead of time that the NEPA has been completed and if necessary a letter stating that may be needed.

Page 3 - Insurance Coverage Documentation Form for YCC project.

STATE OF NEW MEXICO
SERVICES AGREEMENT
SHARE No. 80-522-18-00507BG

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Youth Conservation Corps Commission (YCCC), and Santa Fe County herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

I. Scope of Work

A. Contractor shall plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Proposal, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a seasonal Project and be no longer than six months. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in six months, whichever date is earlier.

B. YCCC may allow minor changes in the Project, budget or in-kind sponsor contribution (including, but not limited to, transfer of funds from one line item to another, replacing a work project from the scope of work with an alternative project, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget or the in-kind sponsor contribution designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form, see Attachment 2 attached hereto and incorporated by reference, and must submit a written Project Status Report (Attachment 6) with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.emnrd.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference and In-Kind Reporting Tables, see Attachment 5 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request for Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place, proof that workers compensation and general liability insurance policies are in place for the duration of the project, the Contractor's Proposal has been completely and accurately entered into the YCCC Web Based Proposal and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A, Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall submit a request for reimbursement, at a minimum, every thirty days starting from the first day a Corps member begins work. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT. Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system.

2. Payment Provisions

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed ninety three thousand three dollars and ten cents (\$93,003.10), including New Mexico gross receipts taxes, if any, and any travel, pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 7 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment in fiscal year 2020 is subject to availability of funds pursuant to Section 12, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by DFA.

B. YCCC shall pay such travel expenses as may be incurred in, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 *et seq.*, as implemented by the current Department of Finance and Administration (DFA) rule and the current YCCC Travel Policy. Contractor must use the Vehicle Usage Form, see Attachment 4 attached hereto and incorporated by reference, to request reimbursement of travel expenses, if applicable.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage

amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on November 30, 2019, unless earlier terminated pursuant to Section 4, Termination, or Section 12, Appropriations, below.

4. Termination

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

B. Notice; YCCC Opportunity to Cure

1) Except as otherwise provided in Sections 7.A and 17, the YCCC shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the YCCC; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Section 12, "Appropriations", of this Agreement.

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

D. Any non-expendable personal property or equipment procured under this Agreement shall be used and disposed of in accordance with YCCC policy.

5. Amendment

This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

6. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent contractors for the YCCC and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

8. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without YCCC's prior written approval. YCCC may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

9. Non-Collusion

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the YCCC.

10. Inspection of Project Location(s) and Personnel Records

The YCCC may inspect, at any reasonable time, during Contractor's regular business hours and upon prior written notice project locations as outlined in Attachment 1 and records related to the hiring and employment of YCC members which is related to the performance of this Agreement.

11. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by the YCCC, the State Auditor and other appropriate state and federal authorities. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCCC to recover excessive or illegal payments.

12. Appropriations

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

13. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the YCCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Confidentiality

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

15. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any YCCC employee while such employee was or is employed by the YCCC and participating directly or indirectly in the YCCC's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the YCCC's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the YCCC.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 15 are material representations of fact upon which the YCCC relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the YCCC if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the YCCC and notwithstanding anything in the Agreement to the contrary, the YCCC may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section.

16. Approval of Contractor Representatives

YCCC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the YCCC, serving the needs of the State of New Mexico adequately.

17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Notice

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance

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

20. Indemnification

The parties to this Agreement are governmental entities subject to the provisions of the New Mexico Tort Claims Act, § 41-4-1, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with performance under this Agreement, subject to the limitations and immunities of the New Mexico Tort Claims Act.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

22. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any YCCC response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; and (4) the contractors response to the request for proposals.

23. Insurance Coverage:

Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-inured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the

Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

24. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

25. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notification

Either party may give written notice to the other party in accordance with the terms of this Section 27. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To YCCC:	Wendy Kent, Executive Director
Office address:	Youth Conservation Corps 811 St. Michaels, Ste. 206 Santa Fe, NM 87505
(for express carrier and hand deliveries)	(505) 690-1831 (voice) (505) 988-7313 (fax) Wendy.Kent@state.nm.us
To Contractor:	Santa Fe County

35 Camino Justicia
Santa Fe, NM 87508
mfeulner@santafecountynm.gov
505-995-6527

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Section 27. The carrier for mail delivery and notices shall be the agent of the sender.

28. Acknowledgement.

Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

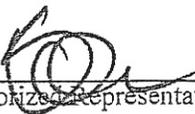
[This space intentionally left blank.]

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

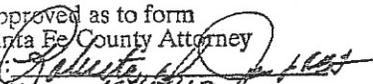
STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By:  Date: 10 Jan 19
Chair or Designee

SANTA FE COUNTY

By:  Date: 12.19.18
Authorized Representative Signature

TONY FLORES, DEPUTY COUNTY MANAGER
Printed Name and Title

Approved as to form
Santa Fe County Attorney
By: 
Date: 12/19/18


Fringe Director
12/17/18

**APPENDIX G
COST RESPONSE FORMS
TOTAL BUDGET**

NAME OF OFFEROR:		YCC COST	OFFEROR/PARTNER COST
LINE ITEM			
Wages/FICA/Unemployment	\$	82,189.44	\$ 56,775.60
Workers Compensation	\$	65.66	\$ 45.36
Education/Training	\$	-	\$ 4,310.00
Supplies/Equipment/Miscellaneous	\$	10,748.00	\$ -
TOTAL FOR GRANT	\$	93,003.10	\$ 61,130.96
% of Funding Request (Cost) in Wages:		88%	
TOTAL VALUE OF YCC PROJECT		\$ 154,134.06	

