

SUSANA MARTINEZ
GOVERNOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY



RYAN GLEASON
DIRECTOR

SAM OJINAGA
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

August 13, 2012

Ms. Katherine Miller
Santa Fe County Manager
P.O. Box 276
Santa Fe, NM 87504

RE: Juvenile Adjudication Fund Grant Agreement No. 12-JAF-27

Dear Ms. Miller:

This letter serves to advise you that the above-referenced agreement is hereby formally closed. The closeout is based on the following:

- 1) Our review and approval of your final report and other related items required for closeout.
- 2) Our review and approval of your final payment request and financial status report.
- 3) Release of final warrant REF0000187182 in the amount of \$4,201.10.

There were no material findings related to this agreement. Our records indicate the agreement is complete and \$00.0 reverted to the Juvenile Adjudication Fund. You are also reminded that all records related to this agreement must be retained for six (6) years from the date of this letter. If you have any questions, please feel free to call me.

Sincerely,


Jonathan M. Fernandez
DWI Program Manager

cc: Liza Luboff, Local DWI Program Director
Jolene Slowen, Fiscal Services Bureau Chief
Jennifer Romero, Santa Fe County Teen Court Coordinator
File

12 AUG 21 AM 10:10
SANTA FE COUNTY
CLERK OF COURTS

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
JUVENILE ADJUDICATION FUND GRANT PROGRAM

JUVENILE ADJUDICATION FUND GRANT AGREEMENT
Project No. 13-JAF-27

THIS GRANT AGREEMENT is made and entered into as of this 24th day of August, **2012**, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called **DFA** or the **DIVISION**, and the County of Santa Fe, hereinafter called the **GRANTEE**.

RECITALS

WHEREAS, Section 34-16-1 NMSA 1978 (the "Act") created the juvenile adjudication fund, money in which is appropriated to DFA to administer the fund and to provide an alternative adjudication process for juveniles charged with traffic offenses and other misdemeanors; and

WHEREAS, DFA established a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors in 2.110.5 NMAC (the "Regulations"); and

WHEREAS, the Grantee was selected to receive a grant from the juvenile adjudication fund; and

WHEREAS, the parties desire to memorialize the terms and conditions of the grant in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained here, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

ARTICLE I – PROGRAM DESCRIPTION/SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in the Program Description attached hereto as Exhibit "1" and incorporated and made a part of this Grant Agreement by this reference as if fully set forth herein.

- B. The Program Description may only be changed by the Grantee Representative designated in accordance with Article VIII(A) submitting a written request to the Division and obtaining the Division's written approval of the proposed change..

ARTICLE II - TERM OF GRANT AGREEMENT

- A. This Agreement shall become effective upon the date that it is duly executed by both parties and shall terminate on June 30, 2013. All funds awarded under this Agreement must be expended by June 30, 2013. In accordance with generally accepted accounting principles, to constitute an expenditure, the Grantee must have received the property and/or services on or before the termination date. It is not enough to merely have encumbered the granted funds.
- B. In the event that 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 or the Program Description, the Grantee shall immediately notify the Division. The Grantee and Division shall review the progress to date and the circumstances giving rise to delay. The Agency will determine, in its sole and absolute discretion, whether there is sufficient justification to modify this Agreement or Program Description to extend the term or deadlines contained herein.

ARTICLE III - REPORTS

- A. Progress Reports
 - 1. In order that the Division may adequately evaluate the Grantee's progress and performance under the Grant Agreement, the Grantee shall be required to make periodic quarterly Progress Reports to the Division. The said reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, the number of clients served during the reporting period, the gender, age, grade, and ethnicity of clients served during the reporting period, the type of offenses with which clients were charged, the number of components provided to clients, and the number of open, pending and closed cases, Exhibit "2" (certification of the report), and such other information following the objectives of the grantee's evaluation as may be of assistance to the Division in its evaluation.
 - 2. The quarters covered by the quarterly progress reports shall correspond to the quarters of the State's fiscal year; viz., July 1 to September 30; October 1 to December 31; January 1 to March 31, and April 1 to June

30. In the event that the effective date of this Agreement is more than one month after the beginning of a quarter (e.g., August 5), no quarterly report shall be due for the quarter during which the Agreement became effective; provided, however, that the quarterly report for the quarter after the quarter during which this Agreement became effective shall cover the period from the Agreement's effective date through the end of the quarter. For example, in the event this Agreement became effective on August 5, no quarterly report would be required for the first quarter; however, the second quarter report would cover the period from August 5 to December 31.

3. One copy of the corresponding quarterly progress report shall be submitted to the Division for review and comment not later than October 15, January 15, April 15 and July 15. If the due date for a quarterly report falls on a weekend or legal holiday, the due date shall automatically be extended to the next day that is not a weekend or legal holiday.
4. No quarterly report shall be required for the quarter immediately preceding the termination date of this Agreement. Information concerning that quarter shall be included in the Final Report, in accordance with Article III(B)(1).

B. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this program. The final Report shall include the information called for in Article III, Paragraph A.1 and A.2 for the quarter immediately preceding the termination date of the Agreement, in addition to other program information that the Division may request.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the program and shall be submitted no later than fifteen days following the termination of this Agreement; provided, however, that in the event that this day falls on a weekend or legal holiday, the final report shall be due on the next date that is not a weekend or legal holiday.

- C. Additional Reports. Events may occur between scheduled reporting dates that have significant impact upon the grant supported activity. In such cases, the Grantee shall provide interim written reports to the Division. Without limiting the generality of the foregoing, the Grantee must inform the Division in writing as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to complete the grant supported activities in accordance with this Agreement and Program Description. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
 3. The Grantee is no longer in compliance with the financial management system or eligibility requirements of 2.110.5.8(C) and 2.110.5.9 NMAC or there is a significant risk that the Grantee will not be in compliance with those requirements in the future.
- D. Requests for Additional Information. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division or State Auditor may (i) request such additional documentation and information regarding the alternative adjudication program funded under this Agreement as it deems necessary to discharge its monitoring and compliance responsibilities and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the alternative adjudication program and Grantee's financial and other records concerning the program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or State Auditor) in the request. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article.

ARTICLE IV - AMOUNT OF GRANT; ALLOWABLE COSTS; BUDGET; AND METHOD OF PAYMENT

- A. Amount of Grant. The amount of the grant made hereunder is Thirty Thousand Dollars (\$30,000.00). Grantee acknowledges and agrees (i) that this is the maximum amount of money available to Grantee under this Agreement in any event and (ii) that Grantee must have available other funds to pay all program expenditures above this amount, in accordance with Subparagraph F of this Article and the Program Budget established pursuant to Subparagraph E of this Article. Money made available under this Agreement is sometimes referred to throughout the remainder of this Agreement as "Grant Funds".
- B. Reimbursement Basis. Grantee shall be paid on a reimbursement basis. This means that the Division shall transfer funds to Grantee only after the Grantee has already paid out funds for permissible expenditures.
- C. Expenditure Period. The Grant Funds may only be used to reimburse Grantee for expenditures incurred after the effective date of this Agreement but on or before the termination date of this Agreement. By way of emphasizing rather than contradicting the previous sentence, Grantee acknowledges and agrees that it cannot be reimbursed for expenditures incurred before the effective date of this Agreement or after the expiration of this Agreement.
- D. Allowable Costs. Grant Funds may only be expended on expenditures that are permissible expenditures under the Act, the Regulations, the approved Budget for the Grant, and this Agreement.
- E. Budget.
1. Initial Budget. The initial budget for Grant Funds and the alternative adjudication program is set forth in Exhibit 3, which is incorporated by this reference as if set forth fully herein.
 2. Revisions Requiring a Written Amendment. Any budget revision which would result in a cumulative change equal to or greater than 10% of the total grant amount in at least one budget category may only be made via a written amendment to this Agreement. The requested revised budget must be in the same budget format as Exhibit 3. The request for a grant amendment shall be accompanied by the following:
 - a. an analysis of the proposed changes and a revised budget which addresses the proposed additional or altered expenditures;
 - b. a narrative justification for the proposed changes; and
 - c. an explanation of what (if any) impact the budget revision will have on the Program Description and alternative adjudication program being

funded with Grant Funds.

3. The Division will promptly review such request and shall approve or disapprove the request in writing; The Division will not approve any proposed amendment to the budget or program revision which it determines to be inconsistent with the purpose or terms and conditions of the Act, Regulations, or Grant Agreement.
4. Revisions Not Requiring Grant Amendment. Grantee shall immediately send the Division copies of any budget revisions not requiring a grant amendment under paragraph E(2) of this Article. Such budget revisions shall be delivered to Agency in accordance with Article VIII(C) of this Agreement.

F. Availability of Other Funds.

1. Grantee must have available other funds or in-kind services to pay all alternative adjudication program expenditures not being covered by Grant Funds.

2. Documentation of Other Funds. At the Agency's request, Grantee shall submit to the Division documentation sufficient to establish to Division's satisfaction that non-Grant Funds set forth in the Budget are available. Grantee's failure to satisfactorily document the availability of non-Grant Funds is a substantial and material breach of this Agreement, entitling the Agency to take enforcement action in accordance with 2.110.5.18 NMAC.

3. Notification of Non-Availability of Other Funds. Grantee shall immediately notify Agency in the event that non-Grant Funds contained in the Budget cease to be available for any reason and such non-availability of non-Grant Funds will cause the Grantee to not meet its matching requirement or cause it to be unable to fully perform the Program Description.

G. It is understood and agreed that should any portion of the funds paid hereunder by the Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the said unexpended funds shall revert to the Division for disposition.

H. Request for Payments.

1. All payments will be made upon receipt by the Division of individual quarterly reports accompanied by these completed forms: Request for Payment Form, Exhibit 4 and Detailed Breakdown By Budget Category Form, Exhibit 5. Requests for payment shall specify all in-kind administrative costs.

2. The Request for Payment Form must be signed by two authorized signatories, as set forth in the Request for Payment Form.
- I. Unallowable Costs will Not be Reimbursed. Grantee will not be reimbursed for costs that are unallowable under the Regulations, other applicable laws, regulations, rules, or guidance, or this Agreement.
- J. Return of Payments for Unallowable or Unincurred Costs. Grantee shall immediately notify the Division should Grantee discover that it was reimbursed for unallowable costs or costs that were not, in fact, incurred and return to the Division the amount of unallowable or unincurred costs for which it was reimbursed.
- K. Recovered Funds. Grantee shall promptly notify the Division in the event it recovers any Grant Funds previously paid to Grantee through rebates, refunds, contract settlements, audit recoveries, or other means. Grantee shall use such recovered funds before requesting additional payments under this Agreement. If Grant Funds and non-grant funds were both used to fund the contract under which funds are recovered, the recovery must be split between Grant Funds and non-grant funds proportionately. By way of example, if Grant Funds and non-Grant Funds each constituted 50% of the compensation under a contract and the Grantee recovers \$100 under that contract from the contractor, Grantee must allocate \$50 of the recovery to Grant Funds and \$50 to non-Grant Funds.
- L. **The Grantee may not request reimbursement from the Division for any expenditure billed to another funding agency or source.**
- M. Deadline for Submitting Requests for Payment. Requests for Payment for all unreimbursed expenditures must be received by the Division by the earlier of July 15 after the fiscal year in which the expenditures were incurred or fifteen (15) days after the termination of this Agreement; provided, however, that in the event this deadline falls on a weekend or other legal holiday, the deadline shall be extended until the next day that is not a weekend or legal holiday. Requests for Payment received after such deadline MAY NOT BE PAID.
- N. Deficient Requests for Payment. The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or part, the Division shall promptly notify the Grantee of the disallowed amount, the nature of the deficiency, and what the Grantee must do to correct it.

ARTICLE V - MODIFICATION AND TERMINATION

- A. Written Amendment Required. Except as provided in Article I(B), the terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.
- B. Deadline for Requests for Amendment: All requests for written amendment must be received by the Division at least sixty (60) days prior to the termination date of this Agreement.
- C. Early Termination for Convenience: This Agreement can be terminated early without cause as follows:
1. By the Division with the consent of the Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 2. By the Grantee upon written notification to the Agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Division determines, in its sole and absolute discretion, that the remaining portion of the Agreement will not accomplish the purposes for which the grant was made, the Division may terminate the Agreement in its entirety, disallow, in whole or part, expenditures incurred prior to the termination, and recover from Grantee funds previously provided to Grantee.
- D. Liability in the Event of Early Termination for Convenience: In the event of early termination of this Agreement by either party for convenience, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:
1. 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;
 2. Incurred on or before the termination date in the notice of early termination;
 3. For permissible purposes under this Agreement's Program Description and procured and executed in accordance applicable law; and
 4. The subject of a request for payment properly and timely submitted in accordance with Article IV(M) of this Agreement.

- E. Termination for Cause. The Division may terminate this Agreement and take other enforcement action for cause as provided in 2.110.5.18 NMAC.

ARTICLE VI – CERTIFICATIONS AND GENERAL TERMS

- A. The Grantee hereby represents, warrants, and certifies that:
1. It has the legal authority to apply for and accept the Grant Funds.
 2. It has the institutional, managerial and financial capability (including sufficient non-grant resources) to ensure proper planning, management and completion of alternative adjudication program being funded by this Agreement.
 3. The execution and delivery of this Agreement by the Grantee and the consummation by the Grantee of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Grantee and no other corporate action on the part of the Grantee is necessary to authorize this Agreement or to consummate the transactions contemplated herein.
 4. The person executing this Agreement on behalf of the Grantee has the authority to do so, and, once executed by the Grantee and the Division, this Agreement shall constitute a valid and binding obligation of the Grantee, enforceable in accordance with its terms.
 5. This Agreement and the Grantee's obligations hereunder do not conflict with the Grantee's charter, ordinances, resolutions, or policies or any law or court order or decree to which it is subject.
 6. Debarment and Suspension and Other Responsibility Matters.
 - a. Grantee certifies by signing this Agreement, that Grantee and Grantee's principals, if applicable, to the best of Grantee's knowledge and belief: (a) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or New Mexico State department or agency; (b) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing

between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility; (c) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in subsection b of this Paragraph; and, (d) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Grantee certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

b. Grantee's certification in Subparagraph a is a material representation of fact upon which the Division relied when this Agreement was entered into by the parties. Grantee shall provide immediate written notice to the Division if, at any time during the term of this Agreement, Grantee learns that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's certification in Subparagraph a was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Division, the Division may terminate the Agreement.

c. Grantee shall require each proposed subgrantee, contractor, and subcontractor whose subgrant, contract, or subcontract will equal or exceed \$5,000 to disclose to the Division whether as of the time of award of the subgrant, contract, or subcontract, the subgrantee, contractor, or subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency. Grantee shall make such disclosures available to the Division. If the subgrantee, contractor, or subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal or New Mexico State department or agency, the Division may refuse to approve the use of the subgrantee,

contractor, or subcontractor.

Upon request, the Grantee shall provide evidence satisfactory to the Grantee that the representations, warranties, and certifications contained in this paragraph are true and accurate.

- B. The Grantee must comply with the following general conditions.
1. All Grant activities must comply with the Act, the Regulations, and all other applicable state or federal laws and regulations.
 2. Grantee shall administer the Grant and finance its share of the costs of the alternative adjudication program (if any), as reflected in the program budget.
 3. All procurement for the program, whether using grant funds or not, must be conducted in accordance with (i) the State Procurement Code or, if Grantee is a home-rule municipality or county that has adopted its own purchasing ordinance, its purchasing ordinance as well as (ii) Grantee's purchasing policies and regulations. Sole Source contracts can be utilized if justification can be provided that the contractor is the only one that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract.

Grantees, associated alternative juvenile adjudication programs, and subcontractors will be **required** to complete a request-for-proposal (RFP) for contracts over \$50,000 unless their County's guidelines have more stringent requirements. In which case, the County'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 DFA written documentation as to 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.

4. Contract Approval by the Division.
 - a. All contracts to be funded with Grant Funds must be reviewed and approved in writing by the Division before Grantee can be reimbursed for expenditures under such contracts. By way of emphasis, Grantee has no right to reimbursement for an expenditure under a contract unless and until the contract has been approved by the Division in writing.

- b. Contracts to be funded with Grant Funds and subsequent amendments as well as amendments to contracts entered into prior to this Agreement must be reviewed and approved in writing by the Agency prior to execution by the Grantee and contractor.
 - c. Unless a different standard of review is required by statute, regulation, or other provisions of this Agreement, the Division's review and approval of contracts and amendments shall be limited in scope to determining whether the scope of the contract is consistent with the Program Description, the Budget, the Act, and the Regulations. This administrative review is not a legal review. By way of example, the Division shall not under any circumstances be required to make or make any determination as to whether a contractor is, in fact and law, an independent contractor or employee for tax law or other purposes.
5. Grantee shall adhere to all financial and accounting requirements of the Department of Finance and Administration, including, but not limited to, the financial management requirements set forth in 2.110.5.8(C).
 6. Grantee shall comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of Grant Funds.
 7. Grantee shall comply with all applicable guidelines requiring an annual background check on all staff and volunteers involved directly with youth in an alternative adjudication program.
 8. Grantee shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for other than the uses specified in the Program Description without the prior approval of the Division.
 9. No member, officer, employee or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
 10. Grantee shall ensure that all activities and programs funded through this grant comply with HIPAA and all other applicable state and federal

requirements and regulations regarding confidentiality of youth participants.

11. In addition to contractual clauses required to be included in contract and subcontracts by other provisions of this Agreement, Grantee shall include or cause to be included in any contract or subcontract funded with Gant Funds an affirmative obligation upon the contractor and subcontractor to comply with and submit to the access to information provisions of Article III(D) of this Agreement.
12. Mandatory Waste, Fraud or Abuse Reporting. Grantee shall:
 - a. Promptly report to the Division any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse involving Grant Funds.
 - b. Grantee shall include or cause to be included in any contract or subcontract funded with Grant Funds an affirmative obligation to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.
13. Throughout the term of this Agreement, Grantee must continuously be in compliance with the eligibility requirements of 2.110.5.9 NMAC.

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII - REPRESENTATIVES; NOTICES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for implementation of this Grant Agreement.

Name: Jennifer Romero

Title: Teen Court Manager

Address: P.O. Box 276

Santa Fe, NM 87504

Telephone: 505-995-9555
Email: jnromero@santafecounty.org

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with subparagraph C of this Article.

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

Name: Jonathan Fernandez
Title: DWI Program Manager DFA/LGD

Address: 201 Bataan Memorial Building
Santa Fe, NM 87501
Telephone: 505-827-4748
Email: JonathanM.Fernandez@state.nm.us

The Program Manager is the Division representative with the authority to approve on behalf of the Division all things requiring Division approval under this Agreement other than written amendments to this Agreement. The Division may change the Program Manager by giving Grantee written notice of such change, in accordance with subparagraph C of this Article.

C. Notices of termination and any other notice required to be in writing and delivered in accordance with this paragraph shall be sent by email and facsimile or regular mail, addressed as follows:

If to Grantee:

Name: Jennifer Romero

Title: Teen Court Manager
Address: P.O. Box 276
Santa Fe, NM 87504

Facsimile: 505-995-9555

with a copy to:

Katherine Miller

Santa County Manager
P.O. Box 276
Santa Fe, NM 87504

Facsimile: 505-988-8035

If to Agency:
Jonathan Fernandez
DWI Program Manager DFA/LGD
201 Bataan Memorial Building
Santa Fe, NM 87501

Facsimile: (505) 827-4748

with a copy to:

Liza Luboff
DWI Program Director DFA/LGD
201 Bataan Memorial Building
Santa Fe, NM 87501

Facsimile: (505) 827-4441

In the case of notices sent by email and mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of notice sent by email and facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. A party may specify a different person and/or address to send notices to by giving the other party advance, written notice of such change in accordance with this Paragraph.

ARTICLE IX - SPECIAL CONDITIONS

- A. A minimum of 10 percent of the proposed operating budget of the alternative adjudication program assisted with the Grant Funds must come from sources other than Grant Funds or other state funds. Cash valued in-kind contributions may be used to meet this matching requirement; provided, however, that, in the event the division disagrees with the grantee's valuation of in-kind contributions, the division's determination of the cash value of the in-kind contributions shall control for purposes of compliance with this matching requirement. The Grantee hereby budgets **\$60,000.00, representing 200% of the alternative adjudication program's budget,** as its matching funds commitment.

- B. The Grantee shall not budget, nor at any time expend more than 5% of the grant amount awarded for indirect administrative costs incurred during the grant period.
- C. The Grantee shall not budget, nor at any time expend, Grant Funds for capital outlay or any other expenditure that is impermissible under 2.110.5.11-12 NMAC.
- D. 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 Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - 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 the Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final.

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

Grantee shall include the following or a substantially similar termination clause in all contracts that are funded in whole or part by funds made available under this agreement:

“This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] 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/City] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XII – CONFLICT BETWEEN AGREEMENT AND APPLICABLE LAW

If any provision of this Agreement irreconcilably conflicts with applicable law or regulations, the

applicable law or regulation shall control and the conflicting provision of the Agreement shall be deemed to have been amended to the extent necessary to make it consistent with applicable law or regulation.

ARTICLE XII – SEVERABILITY

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division have duly executed this Grant Agreement as of the date first above written.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Katherine Miller
County Manager

8.22.12
Date

Katherine Miller
(Type or Print Name)

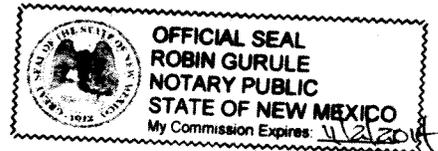
Approved as to form
Santa Fe County Attorney
By: Robert J. [unclear] Stephen C. Ross
Date: August 15 2012
Amby 8/20/12

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

The foregoing instrument was acknowledged before me this 22 day of August, 2012 by Katherine Miller

[Signature]
Notary Public

My Commission Expires: 11/2/2014



DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: Sam Ojinaga
Sam Ojinaga, Deputy Director

8/24/12
Date

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

The foregoing instrument was acknowledged before me this 24th day of August, 2012 by Sam Ojinaga

[Signature]
Notary Public

My Commission Expires: 2/2/15