

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Linda M. Smrkovsky
Member

R. Javier Diaz
Chairman

Joe L. Milo, Jr.
Member

Thursday, July 14, 2016

10:00 a.m.

**Regular Meeting Agenda
Luna County Courthouse**

1. **Call to Order:** Chairman Diaz to commence meeting (At this time, please silence your cell phones and any other electronic devices) Pledge of Allegiance, State Pledge
2. **Roll Call:**
3. **Approval of Agenda:**
4. **Elected Officials Report:**
5. **Announcements:**
6. **Service Awards:**
7. **Presentations:**
8. **Public Hearing:**
9. **Public Comment:** The Public has the opportunity to provide comment at this time pertaining to items on the agenda only. Please be advised that this is not a question and answer period. Your comments specific to the agenda items will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit and opportunity to speak is given in an effort to allow public input on business matters of the County to move the agenda forward in a prompt yet efficient manner. Comment will not be allowed on individual agenda items as they are discussed by the Commissioners during new business.
10. **County Manager's Report:**

11. Minutes:

- a. Special Meeting- May 24, 2016
MOTION AND VOTE
- b. Special Meeting- May 26, 2016
MOTION AND VOTE
- c. Special Meeting- June 1, 2016
MOTION AND VOTE
- d. Special Meeting- June 6, 2016
MOTION AND VOTE
- e. Work Session- June 9, 2016
MOTION AND VOTE
- f. Regular Meeting-June 9, 2016
MOTION AND VOTE
- g. Special Meeting- June 17, 2016
MOTION AND VOTE

12. Consent Agenda:

- a. Accounts Payable: \$1,020,932.56
- b. Payroll: \$1,040,901.74
- c. Resolution 16-35 Luna County Road Department CAP Project
- d. Resolution 16-36 Luna County Road Department SB Project
- e. Resolution 16-37 Luna County Road Department SP Project
- f. Juvenile Adjudication Fund Agreement
- g. Agreement between Deming Public Schools and Luna County
- h. Agreement between Deming Animal Guardians and Luna County
- i. Agreement between Deming-Luna County Commission on Aging and Luna County
- j. Agreement between Deming Art Council and Luna County
- k. Agreement between Deming/Luna County Mainstreet Program and Luna County
- l. Agreement between Luna County Historical Society and Luna County
- m. Agreement between Rio Mimbres Golf Course and Luna County
- n. Agreement between Southwestern NM State Fair Association and Luna County
- o. Memorandum of Agreement Deming-Luna County Humane Society and Luna County
- p. Multi-Services Agreement between the Village of Columbus and Luna County

MOTION AND VOTE

13. New Business:

14. Approval of Travel Requests:

15. Indigent Claims Report:

- a. Recess as County Commission, Convene as Claims Board

MOTION AND VOTE

- b. Presentation of Claims Report by Joanne Hethcox
c. Consider Claims dated July 14, 2016 in the amount of \$ 0.00

MOTION AND VOTE

- d. Recess as Claims Board, Re-Convene as County Commission

MOTION AND VOTE

16. Upcoming Meetings:

Special Meeting- July 26, 2016 at 9:00 a.m.

Work Session- August 11, 2016 at 9:00 a.m.

Regular Meeting- August 11, 2016 at 10:00 a.m.

17. Requests for Future Agenda Items:

18. Adjourn:

STATE PLEDGE: I salute the flag of the State of New Mexico and the Zia symbol of perfect friendship among united cultures.

NOTE TO THE PUBLIC: Please use the microphone when addressing the Board. This is necessary for recording purposes. Thank you for your cooperation. Headphones for hearing enhancement are available upon request.

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Tuesday, May 24, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Tuesday, May 24, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

Interim County Manager Glory Juarez, Executive Assistant Yossie Nieblas, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Chief Deputy Treasurer Gloria Rodriguez, Assessor Delilah Rojo, Sheriff Jonathan Mooradian, Lieutenant Richard Cowles, Administrative Assistant Estella Ortiz, Dispatch Director Lauree Sanchez, Detention Director Matthew Elwell, Detention Deputy Director Mary Gooding, Human Resources Director Danny Gonzales, Budget and Procurement Director Joanne Hethcox, Starmax Facilities Director Ira Pearson, Special Projects and Facilities Manager Billy Ruiz, Emergency Services Director Mark Jasso, Road Director Marty Miller, Grant and Compliance Officer Palmira Valentine, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:03 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment, however there was none forthcoming.

NEW BUSINESS: Resolution 16-32 Approving the 2016-2017 Preliminary Fiscal Budget: Interim County Manager Glory Juarez explained that there were a few items that would need special consideration before the final budget was passed as previously discussed in the May 19th Budget Work Session, which included: Clothing and uniform allowances for Starmax and Maintenance Departments, Memorandum of Understanding for Village of Columbus for Law Enforcement Services, a budget allowance for the Assessor's Office for Certified Appraisers, and the Road Department Tax will need to be taken into account. Commissioner Milo motioned to approve Resolution 16-32 Approving the 2016-2017 Preliminary Fiscal Budget. Commissioner Smrkovsky seconded the motion, which carried unanimously following a roll-call vote.

EXECUTIVE SESSION: Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's Position/Applicants. Commissioner Smrkovsky motioned to enter into Executive Session pertaining to the County Manager's Position/Applicants. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's Position/Applicants. Commissioner Milo seconded the motion which carried unanimously. Chairman Diaz announced the interview pool added a sixth candidate. The candidates are as follows: Matt Lucas, Chris Brice, David Mc Sherry, Mike Arismendez, Ira Pearson, and Michael Smelker. The candidates will be interviewed on May 26, 2016. Commissioner Smrkovsky motioned to approve the list of applicants to be interviewed. The motion was seconded by Commissioner Milo and carried unanimously.

ADJOURN: Chairman Diaz adjourned the meeting at 10:05 a.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, May 26, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Thursday, May 26, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

Interim County Manager Glory Juarez, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Assessor Delilah Rojo, Chief Deputy Assessor Barbara Cobos, Human Resources Director Danny Gonzales, Budget and Procurement Director Joanne Hethcox, Special Projects and Facilities Manager Billy Ruiz, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:03 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

EXECUTIVE SESSION: Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's Interviews. Commissioner Smrkovsky motioned to enter into Executive Session pertaining to the County Manager's Interviews. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's Interviews. Commissioner Milo seconded the motion which carried unanimously.

Chairman Diaz announced that the Board would recess, and then reconvene on Thursday, May 27, 2016 at 2:00 p.m.

On Thursday, May 27, 2016 at 2:07 p.m., Chairman Diaz motioned to reconvene the Meeting, which was seconded by Commissioner Milo and approved unanimously.

Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's Interviews. Commissioner Smrkovsky motioned to enter into Executive Session pertaining to the County Manager's Interviews. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

Upon return from Executive Session, Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's Interviews. Commissioner Milo seconded the motion which carried unanimously. Chairman Diaz announced that the County Manager's position will be filled by Mr. Ira Pearson, and a contract will be negotiated. He also announced that an Executive Session will be conducted on June 1, 2016 at 9:00 a.m. for this purpose.

ADJOURN: Chairman Diaz adjourned the meeting on May 27, 2016 at 6:05 p.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Wednesday, June 1, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Wednesday, June 1, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

Interim County Manager Glory Juarez, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Assessor Delilah Rojo, Detention Deputy Director Mary Gooding, Starmax Facilities Director Ira Pearson, Emergency Services Director Mark Jasso, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:01 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

EXECUTIVE SESSION: Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's Contract. Commissioner Smrkovsky motioned to enter into Executive Session pertaining to the County Manager's Contract. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's Contract. Commissioner Milo seconded the motion which carried unanimously. Chairman Diaz announced that the County Manager's contract has been discussed, and instructed the Interim County Manager to draft a contract, and submit said contract for legal review. A Special Meeting will be held on June 6, 2016 at 9:00 a.m. for consideration and approval of drafted contract. Commissioner Smrkovsky motioned to approve the action as announced by the Chairman. Commissioner Milo seconded the motion, which carried unanimously.

ADJOURN: Chairman Diaz adjourned the meeting at 12:04 p.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Monday, June 6, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Monday, June 6, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

Interim County Manager Glory Juarez, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Starmax Facilities Director Ira Pearson, Community Project Director Jessica Etcheverry, Emergency Services Director Mark Jasso, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:00 a.m. and Ira Pearson led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment, however there was none forthcoming.

NEW BUSINESS:

a. EMPLOYMENT AGREEMENT BETWEEN LUNA COUNTY AND IRA PEARSON: Interim County Manager Glory Juarez reviewed changes that were made to the contract as discussed in a previous Executive Session, and minor language changes. Commissioner Smrkovsky motioned to approve the Employment Agreement between Luna County and Ira Pearson. Commissioner Milo seconded the motion, which carried unanimously.

b. APPROVAL TO EXTEND TEMPORARY SALARY INCREASE OF ASSISTANT COUNTY MANAGER THROUGH STARMAX TRANSITIONAL PERIOD: Interim County Manager Glory Juarez stated this item extends a temporary pay increase to the Assistant County Manager

through June 30th, for the Starmax Transitional Period, until County Manager Ira Pearson finds a suitable replacement. Commissioner Smrkovsky motioned to amend and approve the Temporary Salary Increase of Assistant County Manager for the Starmax Transitional Period through June 30, 2016. Commissioner Milo seconded the motion, which carried unanimously.

ADJOURN: Chairman Diaz adjourned the meeting at 9:07 a.m.

ATTEST:

LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
WORK SESSION
LUNA COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, June 9, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in work session at 9:00 a.m. on Thursday, June 9, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:03 a.m.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following Commissioners constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
R. Javier Diaz, Chairman, District 3**

COMMISSIONERS AND STAFF DISCUSSION ON REGULAR MEETING AGENDA ITEMS: The Luna County Board of County Commissioners presented the Regular Meeting Agenda items for presentation and discussion by attending members of the public. Interim County Manager Glory Juarez advised members of the Board that items *13 F, and 13 G* would need to be tabled from the Consent Agenda. (**Note: Items were presented for discussion only and no actions were taken.*)

PUBLIC INPUT: Manny Armendariz came before the Board and urged for drivers to drive carefully, as school is out.

Chairman Diaz gave an update on the Arizona Water Settlement.

Commissioner Smrkovsky gave an update on a meeting she attended with the U.S. Border Patrol concerning Border Safety, easements, and the amnesty program that the Bureau of Land Management (BLM) that is being offered to the County.

Road Superintendent and Director Marty Miller spoke in regards to the BLM and State amnesty program, and the terms of the program.

Ann Shine-Ring also spoke in regards to her concerns with the amnesty program.

County Manager Ira Pearson commended the efforts of the Election Staff for the Primary Election.

Comments and testimonies were offered before the Board in regards to the Amended Animal Regulation and Control Ordinance Number 52 by members of the public: Leslie Bronken, Russ Howell, Sherry McDaniel, Matt Robinson, and Sandy Hastings.

ADJOURN: Chairman Diaz adjourned the meeting at 10:02 a.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrea Rodriguez, Luna County Clerk

Joe L. Milo, Jr., District 1

Approved: _____

Linda M. Smrkovsky, District 2

R. Javier Diaz, District 3, Chairman

**MINUTES
REGULAR MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, June 9, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, June 9, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

County Manager Ira Pearson, Assistant County Manager Glory Juarez, Executive Administrative Assistant Yossie Nieblas, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Chief Deputy Treasurer Gloria Rodriguez, County Services Specialist Lisa Maynes, Assessor Delilah Rojo, Captain Kelly Gannaway, Community Projects Director Jessica Etcheverry, Special Projects and Facilities Management Director Billy Ruiz, Code Enforcement Officer Frankie Tarazon, Road Director Marty Miller, Detention Deputy Director Mary Gooding, Community Projects Director Jessica Etcheverry, IT Technician Manny Armendariz, Grant and Compliance Officer Palmira Valentine, Public Information Officer Matt Robinson, Security Screener Moses Pastran.

CALL TO ORDER: Chairman Diaz called the meeting to order at 10:03 a.m.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
R. Javier Diaz, Chairman, District 3**

APPROVAL OF AGENDA: The Agenda for today's Regular Meeting was presented to the Board for approval. Commissioner Smrkovsky motioned to amend and approve the agenda, tabling items *F* and *G* on the Consent Agenda. The motion was seconded by Commissioner Milo which carried unanimously.

ELECTED OFFICIALS REPORTS: County Clerk Andrea Rodriguez reported that her office was successful in conducting the Primary Election, and are awaiting the Certification of Canvass Results for the Primary Election 2016, which will be presented during today's Regular Meeting.

County Treasurer Dora Madrid reported her department has collected 90 percent of taxes, and will send out notices to collect the remaining percentage.

Captain Kelly Gannaway reported on crime statistics, and stated that overall crime was down, and stood for questions.

There was no report given by County Assessor.

ANNOUNCEMENTS: Community Projects Director Jessica Etcheverry announced that there will be an ICIP meeting held today at 5:00 p.m. in the Commission Chambers, and another meeting on Friday, June 10, 2016 at 11:00 a.m., also in the Commission Chambers.

SERVICE AWARDS: Detention Deputy Director Mary Gooding presented five year service awards to Derek Apodaca and Jennifer Tone.

Treasurer Dora Madrid presented a ten year service award to County Services Specialist Lisa Maynes.

PRESENTATIONS: There were no presentations given at today's Regular Meeting.

PUBLIC HEARING: Chairman Diaz opened a Public Hearing to receive testimony considering the Animal Regulation and Control Ordinance Number 52.

Larry Caldwell stated that in the Work Session, there had been a lot of ambivalence demonstrated by the Board and the public, and respectfully requested that the Ordinance be deferred by the Commission until the next regular meeting.

Sande Foster spoke on behalf of the Ordinance Commission, and stated there were many public meetings held, and requested that Commissioner's Smrkovsky request that the Ordinance remain a living document be upheld. Ms. Foster urged the Commission to pass the Ordinance, and made suggestions for the fee schedules, inspections, and enforcements.

Robert Floyd urged the Commission to pass the Ordinance, and stated that the Ordinance was well done, and that anything that needed to be added or corrected could be done in the future, or at a later date.

Sherry McDaniel addressed concerns with animal overcrowding and shelter.

Leslie Bronken commented that it was of utmost importance that the public (people) were protected, and not just animals.

Carol Bartlett provided testimony on her experiences with rescue organizations in the area, and commented that the current Animal Enforcement is made of people who know their job(s), and urged the Commission to 'not put a ceiling on what can be done'.

With no other public comment forthcoming Chairman Diaz closed the Public Hearing.

ORDINANCE: Commissioner Smrkovsky stated that she would like to see the following issues addressed in the Ordinance: human safety consideration and fee schedules. A discussion ensued amongst the Board and Ordinance Board Chairman Matt Robinson regarding state statutes, and whether or not specific statutes pertained to the Ordinance. Assistant County Manager Glory Juarez made the recommendation that any changes or amendments to the Ordinance be made by each specific (concern) section. County Manager Ira Pearson stated that New Mexico law does not require inclusion of every statute because it already exists (or the law is already on the books). Ms. Juarez advised that a fee schedule must be attached and approved as part of the Ordinance. A discussion ensued in regards to the fee schedule and necessary amendments. Commissioner Smrkovsky stated that she hoped the funds would be put towards the inspections.

Commissioner Smrkovsky motioned to amend and approve the Amended Animal Regulation and Control Ordinance Number 52 by adding the definition of a Fee Schedule set annually by the Humane

Society, and striking the last sentence in the second paragraph in the preamble. Commissioner Milo seconded to approve the amended motion which carried unanimously following a roll-call vote.

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment: The Commission introduced County Manager Ira Pearson to attending members of the public.

Christie Ann Harvey came before the Board and recalled a recent incident that had happened at the Deming Visitor's Center, and remarked how fortunate the County was to have security available.

COUNTY MANAGER'S REPORT: Assistant County Manager Glory Juarez reported on the following items:

- The Manager's Office has been busy with several Special Commission Meetings and assisting with the interview and hiring process of the new County Manager.
- Ms. Juarez thanked Annie Kuentler, Yossie Nieblas, Department Directors, and Elected Officials for their help.
- Ms. Juarez, County Manager Ira Pearson, and Community Projects Director Jessica Etcheverry will be attending a meeting with the State Board of Finance for the Port of Entry property transfer presentation.
- Preliminary discussions have begun with the State Auditor for the 2015-2016 audit.
- Ira Pearson commended Glory Juarez as the Interim County Manager and the transition, and thanked her for her hard work.

CONSIDER MINUTES: Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the May 12, 2016 Work Session were unanimously approved.

Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the May 12, 2016 Regular Meeting were unanimously approved.

Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the May 19, 2016 Special Meeting were unanimously approved.

Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the May 19, 2016 Work Session were unanimously approved.

CONSENT AGENDA: Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo the following items on the Consent Agenda were unanimously amended and approved following a roll-call vote.

- a. **Accounts Payable:** Accounts Payable Registers totaling \$557,654.48.
- b. **Payroll Registers:** Payroll Registers totaling \$1,021,328.37.
- c. **Resolution 16-33 Budget Transfers**
- d. **DWI Grant Agreement between Luna County and Department of Finance & Administration**
- e. **Work and Financial Plan between Luna County and US Department of Agriculture Animal and Plant Health Inspection Service for July 1, 2016-June 30, 2017**
- f. **Resolution 16-34 Election Resolution (*This Item was tabled*)**
- g. **Office of Management and Budget Uniform Grant Guidance Policy (*This Item was tabled*)**

NEW BUSINESS: The tabled items from the Consent Agenda were submitted as New Business items.

f. Resolution 16-34 Election Resolution: Assistant County Manager Glory Juarez advised to the Board the following dated changes and amendments to the Resolution: On the third *Whereas*, August 23, 2016 needs to be incorporated into the section. In the last section, *'Be It Further Resolved'*: Wednesday, July 27, 2016 needs to be incorporated into that section. Commissioner Smrkovsky motioned to approve amended Resolution 16-34 Election Resolution with the dates August 23, 2106, and Wednesday, July 27, 2016. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

g. Office of Management and Budget Uniform Grant Guidance Policy: Commissioner Smrkovsky motioned to table this item. Commissioner Milo seconded the motion, which carried unanimously.

CERTIFICATION OF CANVASS RESULTS FOR THE PRIMARY ELECTION 2016: Commissioner Smrkovsky motioned to approve the Certification of Canvass Results for the Primary Election 2016 as presented by the County Clerk. Commissioner Milo seconded the motion which carried unanimously.

APPROVAL OF TRAVEL REQUESTS: There were no Travel Requests submitted, and therefore no action was taken on this item.

INDIGENT CLAIMS REPORT: Upon motion of Commissioner Milo seconded by Commissioner Smrkovsky, the meeting of the Board of County Commissioners was unanimously recessed and the meeting of the Indigent Hospital Claims Board convened. Glory Juarez recommended approval of two claims dated June 9, 2016 in the amount of \$723.79 and zero denials. The monies received for May 2016 totaled \$51,481.80. The balance in the Indigent Funds Accounts as of May 31, 2016 is \$753,134.89 with an Encumbered Balance of \$135,363.86. Commissioner Smrkovsky moved to approve two claims dated June 9, 2016 in the amount \$723.79 and zero denials. Commissioner Milo seconded the motion which carried unanimously. Commissioner Milo moved to recess as claims board and to reconvene as the Board of County Commissioners. Commissioner Smrkovsky seconded the motion which was approved unanimously.

ANNOUNCE NEXT MEETING: Chairman Diaz announced that a Work Session will be conducted on July 14, 2016 at 9:00 a.m. and the next regular meeting will be held on Thursday, July 14, 2016 at 10:00 a.m.

REQUESTS FOR FUTURE AGENDA ITEMS: There were no requests submitted.

ADJOURN: Chairman Diaz adjourned the meeting at 11:07 a.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, LUNA COUNTY CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Friday, June 17, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Friday, June 17, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present:

County Manager Ira Pearson, Assistant County Manager Glory Juarez, County Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Chief Deputy Treasurer Gloria Rodriguez, Detention Director Matthew Elwell, Budget and Procurement Director Joanne Hethcox, Community Projects Director Jessica Etcheverry, Public Information Officer Matt Robinson, Grant and Compliance Officer Palmira Valentine, Emergency Services Director Mark Jasso, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:01 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment.

Public comments were provided by James Paltza.

OLD BUSINESS:

A. AMENDED RESOLUTION 16-34 CALLING FOR ELECTION: Assistant County Manager Glory Juarez explained that the Registration deadline dates on the Resolution need to be amended to reflect the date changes to Tuesday, July 26, 2016 from Wednesday, July 27, 2016. Commissioner Smrkovsky motioned to approve Amended Resolution 16-34 Calling

for Election. Commissioner Milo seconded the motion, which carried unanimously following a roll-call vote.

B. LUNA COUNTY POLICY COMPLYING WITH THE OFFICE OF MANAGEMENT AND BUDGET UNIFORM GRANT GUIDANCE POLICY: County Manager Ira Pearson stated this item is per a request from the State Auditors and makes a general policy which deals with the grants that the County receives. It states that the County will comply with and follow any guidelines regarding grant money. Assistant County Manager Glory Juarez further explained and outlined the Timely Payments Resolution, and stated that this particular Resolution is approved on a yearly basis. Ms. Juarez commented that the auditing staff have reviewed the policy and feel that the policy incorporates the compliances that they are recommending. Mr. Pearson recommended the approval of this item. Commissioner Smrkovsky motioned to approve the Luna County Policy Complying with the Office of Management and Budget Uniform Grant Guidance Policy. Commissioner Milo seconded the motion, which carried unanimously.

CALL FOR ORDINANCE: Call to Amend Ordinance Number 54 Collective Bargaining Ordinance- County Manager Ira Pearson outlined a brief history of this Ordinance, and stated that the Ordinance needs to be reviewed by legal counsel, and may need to be amended. Commissioner Smrkovsky motioned to direct the County Manager's Office to publish the title and summary of Ordinance 54 as amended one time in *The Deming Headlight* at least two weeks prior to the meeting of the Board at which the ordinance is proposed for final passage. The publication shall also include the date and time at which the ordinance is to be considered. Commissioner Milo seconded the motion which carried unanimously.

ADJOURN: Chairman Diaz adjourned the meeting at 9:17 a.m.

ATTEST:

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

LCBCC Meeting July 14th 2016

Accounts Payable

06/03/2016	\$47,062.82
06/03/2016	\$6,504.35
06/03/2016	\$8,063.06
06/10/2016	\$110,287.60
06/10/2016	\$16,307.74
06/10/2016	\$7,637.42
06/17/2016	\$343,772.88
06/17/2016	\$3,730.79
06/17/2016	\$7,532.54
06/29/2016	\$205,993.00
06/29/2016	\$10,804.87
06/29/2016	\$23,937.86

P-Cards

06/28/2016	\$229,297.63
------------	--------------

Total \$1,020,932.56

Luna County
Board of County Commissioners

AGENDA 07/14/16

PAYROLL

06/07/2016	Register#2016031	\$2,991.11
06/07/2016	Register#2016032	\$4,076.16
06/07/2016	Register#2016034	\$1,903.52
06/10/2016	Register#2016035	\$497,115.95
06/10/2016	Register#2016036	\$26,098.37*
06/24/2016	Register#2016037	\$484,737.38
06/17/2016	Register#2016038	\$1,482.46
06/27/2016	Register#2016039	\$22,496.79*
Total		\$1,040,901.74

*Special Payroll that is reimbursable through Grants and/or Contractual Payments.

Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14th day of July 2016, the following proceedings were had and entered of record.

RESOLUTION # 16-35

Luna County CAP Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$350,401.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$262,801.00.

And

b. Luna County's proportional matching share shall be 25% or \$87,600.00.

TOTAL PROJECT COST IS \$350,401.00

Luna County shall pay all costs, which exceed the total amount of \$350,401.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2017 and Luna County 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 the written agreement.

NOW therefore, be it resolved by Luna County to enter into County Arterial Agreement Project Number CAP-1-17 (453), Control Number HW2 L100293 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017, to "Compact subgrade & base course, apply 2" of chip seal or sand seal design, fill cracks/pot holes to improve skid resistance, conform shoulders back to original condition, clean ROW, improve drainage and apply safety striping and signage-Rifle Range Rd. NW from US 180 south 3 miles to EOP; Keeler Farm Rd NW north from US 180 1.5 miles to EOP; Apache Hills Rd NW from Keeler Farm Rd NW east 1.5 miles to Overhill Rd NE; Overhill Rd NE from Highland Dr NW north 3.5 miles to EOP; Arrowhead RD NW east from US 180 to Overhill Rd NW approx. 1.25 miles; Tennyson Rd NE from NM 26 north approx. 1.5 miles to EOP; New Frontier Rd SW from Prairie Rd SW west to Hermanas Rd SW approx. 1.25 miles.", within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of July 2016.

Luna County Board of Commissioners

ATTEST:

R. Javier Diaz, Chairman Date

Andrea Rodriguez, County Clerk Date

Joe L. Milo, Member Date

Linda M. Smrkovsky, Member Date

Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14th day of July 2016, the following proceedings were had and entered of record.

RESOLUTION # 16-36

Luna County SB Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$192,255.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$144,801.00.

And191

- b. Luna County's proportional matching share shall be 25% or \$48,064.00.

TOTAL PROJECT COST IS \$192,255.00

Luna County shall pay all costs, which exceed the total amount of \$192,255.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2017 and Luna County 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 the written agreement.

NOW therefore, be it resolved by Luna County to enter into School Bus Agreement Project Number SB-7729 (929), Control Number HW2 L100287 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017, to "Upgrade road maintenance to a chip seal road, conform road bed, compact subgrade & base course, apply 2 coarse chip seal to improve skid resistance, conform shoulders back to original condition, improve drainage, apply safety striping and signage - Lucca Rd SW - from intersection of Camino Doce SW, south approx. 3 miles to EOP., within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of July 2016.

Luna County Board of Commissioners

ATTEST:

R. Javier Diaz, Chairman

Date

Andrea Rodriguez, County Clerk

Date

Joe L. Milo, Member

Date

Linda M. Smrkovsky, Member

Date

Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14th day of July 2016, the following proceedings were had and entered of record.

RESOLUTION # 16-37

Luna County SP Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$163,369.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$122,527.00.

And

- b. Luna County's proportional matching share shall be 25% or \$40,842.00.

TOTAL PROJECT COST IS \$163,369.00

Luna County shall pay all costs, which exceed the total amount of \$163,369.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2017 and Luna County 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 the written agreement.

NOW therefore, be it resolved by Luna County to enter into Cooperative (SP) Agreement Project Number SP-1-17 (953), Control Number HW2 L100255 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017, to "Chip seal or sand seal, design and fill cracks / potholes to improve skid resistance, conform shoulders back to original condition, improve drainage and apply safety striping and signage - Pelayo Rd SW - south 3 miles from NM 418 SW to Scallion Rd SW; Scallion Rd SW from Pelayo Rd SW west 2 miles to EOP; Deming Station Rd SW - north from I-10 Frontage Rd SW 2 miles to EOP; Gage Station R SW - south from I-10 4 miles to EOP; Ventura Rd SE - north from Dona Ana Rd SE to NM 549 SE approx. 2 miles; Dona Ana Rd SE - from Tapia Rd SE east to De Baca Rd SE approx. 2 miles to EOP, within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of July 2016.

Luna County Board of Commissioners

ATTEST:

R. Javier Diaz, Chairman

Date

Andrea Rodriguez, County Clerk

Date

Joe L. Milo, Member

Date

Linda M. Smrkovsky, Member

Date

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

JUVENILE ADJUDICATION FUND GRANT AGREEMENT
Project No. 17-J-17

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 (“Division”), Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Luna hereinafter called the **GRANTEE**.

RECITALS

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

WHEREAS, DFA established a JAF 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 JAF; and

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

ARTICLE II - TERM OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2016 through June 30, 2017.

- 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 immediately notify the Division in writing. The Grantee and Division shall review the progress to date and the circumstances giving rise to delay. The Division will determine, in its sole and absolute discretion, whether there is sufficient justification to modify this Grant Agreement to extend the term or deadlines contained herein. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. **Progress Reports**

1. The Grantee shall submit quarterly Progress Reports to the Division. The 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, in accordance with the form attached hereto as Exhibit 2 (Quarterly Progress Report and Certification), and shall include 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, i.e., July 1 to September 30; October 1 to December 31; January 1 to March 31, and April 1 to June 30.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division for review and comment no later than October 15, 2016; January 15, 2017; April 15, 2017 and July 10, 2017. 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.

- B. **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 occur:

1. Problems, delays, or adverse conditions which may materially impair the ability to complete the grant supported activities in accordance with this Grant Agreement and Program Description. This disclosure must include a statement of the action taken, or contemplated, and any assistance from the

Division 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.

- C. Requests for Additional Information. At any time during the term of this Grant 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 AAP 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 AAP 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 C 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 **Fifteen Thousand Dollars (\$15,000.00)**. Grantee acknowledges and agrees (i) that this is the maximum amount of money available to Grantee under this Grant 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 Grant Agreement is sometimes referred to throughout the remainder of this Grant 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 eligible expenditures as described in 2.110.5.11 NMAC, the approved Budget for the Grant and this Grant Agreement.
- C. Expenditure Period. The Grant Funds may only be used to reimburse Grantee for eligible expenditures incurred after the effective date of this Grant Agreement but on or before the termination date of this Grant Agreement. By way of emphasizing rather than contradicting the previous sentence, Grantee acknowledges and agrees that it cannot be reimbursed for eligible expenditures incurred before the effective date of this Grant Agreement or after the expiration

or termination of this Grant Agreement.

D. Allowable Costs. Grant Funds may only be expended on expenditures that are eligible expenditures under the Act, 2.110.5.11 NMAC, the approved Budget for the Grant, and this Grant Agreement.

E. Budget.

1. 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. Any budget revision may only be made with the prior written approval of the Division via a written amendment to this Grant Agreement. The requested revised budget must be in the same budget format as Exhibit 3. The request for a Grant Agreement amendment for a revision to the budget 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 proposed budget revision will have on the Program Description and AAP being funded with Grant Funds.
3. The Division will promptly review the Grant Agreement amendment and shall approve or disapprove the request in writing. The Division will not approve any proposed amendment to the budget or program revision that it determines to be inconsistent with the purpose or terms and conditions of the Act, Regulations, or Grant Agreement. The Division's decision whether or not to approve the proposed budget revision is final and non-appealable.

F. Availability of Other Funds.

1. Grantee must have available other funds or in-kind services to pay all AAP expenditures not being covered by Grant Funds.
2. At the Division's request, Grantee shall submit to the Division documentation sufficient to establish to the 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 Grant Agreement, entitling the Division to take enforcement action in accordance with 2.110.5.18 NMAC.
3. Grantee shall immediately notify the Division if non-Grant Funds contained in the Budget cease to be available for any reason and such non-availability of non-Grant Funds may 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 if 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 unexpended funds shall revert to the Division for disposition.

H. Request for Payments.

1. 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: Request for Payment Form (Exhibit 4); Detailed Breakdown By Budget Category Form (Exhibit 5); and Client Data Sheet (Exhibit 6). 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. Ineligible Costs will Not be Reimbursed. Grantee shall not be reimbursed for costs that are ineligible under 2.110.5.12 NMAC, other applicable laws, regulations, rules, guidance or this Grant Agreement.

J. Return of Payments for Ineligible or Unincurred Costs. Grantee shall immediately notify the Division if Grantee discovers that it was reimbursed for ineligible costs or costs that were not, in fact, incurred and shall promptly return to the Division the amount of ineligible or unincurred costs for which it was reimbursed.

K. Recovered Funds. Grantee shall promptly notify the Division if 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 Grant 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. For 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 10 after the fiscal year in which the expenditures were incurred or fifteen (15) calendar days after the termination of this Grant 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, if 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 or ineligible expenditures, or questions concerning whether the reported expenditures are eligible expenditures under the Regulations, this Grant 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. The terms and conditions of this Grant Agreement can only be modified or changed by written amendment executed by both the Division and the Grantee. Any attempted oral modification of the terms and conditions of this Grant Agreement shall be null and void and of no force or effect.
- B. Early Termination for Convenience (Without Cause): Except as provided in Article X (Appropriations), this Grant Agreement may be terminated early without cause by either party with 60 days written notice..
- C. Liability in the Event of Early Termination for Convenience (Without Cause): In the event of early termination of this Grant Agreement by either party for convenience, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for eligible 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 date of Grantee's 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.
- D. Termination for Cause. The Division may terminate this Agreement, impose sanctions and take other enforcement action for cause as provided in 2.110.5.18 NMAC.
- E. Termination Management: Immediately upon receipt by the Grantee of the Division's notice of termination or the date of the Grantee's notice of termination, of this Grant Agreement, the Grantee shall 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division as to the performance under this Grant Agreement.

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 AAP being funded by this Agreement.
 3. The execution and delivery of this Grant Agreement by the Grantee and the consummation by the Grantee of the transactions contemplated herein have been duly authorized by all necessary corporate, county or municipal action on the part of the Grantee and no other corporate, county or municipal action on the part of the Grantee is necessary to authorize this Grant Agreement or to consummate the transactions contemplated herein.
 4. The person executing this Grant Agreement on behalf of the Grantee has the authority to do so, and, once executed by the Grantee and the Division, this Grant Agreement shall constitute a valid and binding obligation of the Grantee, enforceable in accordance with its terms.
 5. This Grant 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 Grant Agreement, that Grantee and Grantee's principals, if applicable, to the best of Grantee's knowledge and belief: (i) 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; (ii) have not, within a three-year period preceding the effective date of this Grant Agreement, been convicted of or had a civil judgment rendered against Grantee or Grantee's principals 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; (iii) 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, (iv) have not,

within a three-year period preceding the effective date of this Grant 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 6a is a material representation of fact upon which the Division relied when this Grant 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 Grant Agreement, Grantee learns that Grantee's certification in Subparagraph 6a was erroneous on the effective date of this Grant Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's certification in Subparagraph 6a was erroneous on the effective date of this Grant 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 Grant 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 Division 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 AAP (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. .

Grantees, associated AAPs, and subcontractors will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000 unless their County's guidelines have more stringent requirements. In which case, the County's guidelines must be followed. Sole Source contracts may 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 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. Unless a different standard of review is required by statute, regulation, or other provisions of this Grant 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 DFA, including, but not limited to, the financial management requirements set forth in 2.110.5.8(C) NMAC.
 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 Grant 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 the Health Insurance Portability and Accountability Act of 1996, the Driver's Privacy Protection Act of 1994 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 Grant Agreement, Grantee shall include or cause to be included in any contract or subcontract funded with Grant 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 Grant 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 Grant 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 records that 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 Grant Agreement, 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; NOTICES

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

Name: Edith Vazquez
Title: DWI Coordinator
Address: 700 S. Silver Ave.
Deming, NM 88030

Telephone: (575) 544-7377
Fax: (575) 544-7377
Email: edith_vazquez@lunacountynm.us

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

- 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: Ruth Luthi
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
407 Galisteo Street, Suite 203
Santa Fe, NM 87501

Telephone: (505) 827-4947
Fax: (505) 827-4340
Email: ruth.luthi@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 the 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 to the Grantee Representative or the Program Manager, as applicable, at their respective addresses and other contact information listed in Article VIII(A) or (B) above.

In the case of notices sent by 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 or email 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 the change in accordance with this Paragraph.

ARTICLE IX - SPECIAL CONDITIONS

- A. A minimum of 10 percent of the proposed operating budget of the AAP 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 **One Thousand Five Hundred Dollars (\$1,500.00), representing 10% 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 ineligible 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 Grant 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 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 Grantee and a third party, by giving Grantee written notice of such immediate 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.

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 Grant 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 of Luna** may terminate this contract by providing contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the **County of Luna’s** 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 Grant Agreement irreconcilably conflicts with applicable law, rule or regulations, the applicable law, rule or regulation shall control and the conflicting provision of the Grant Agreement shall be deemed to have been amended to the extent necessary to make it consistent with applicable law, rule or regulation.

ARTICLE XIII – SEVERABILITY

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF LUNA

By: _____
Chief Elected Official/Authorized Signatory

Date

(Type or Print Name)

STATE OF NEW MEXICO)
) ss.
COUNTY OF LUNA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by
_____.

Notary Public

My Commission Expires: _____

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____
Rick Lopez, Division Director

Date

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by
_____.

Notary Public

My Commission Expires: _____

EXHIBIT 1

PROGRAM DESCRIPTION

Name of Grantee: County of Luna

Grant No.: 17-J-17

Grant Amount: \$15,000.00

Rainbow Days' Curriculum-Based Support Group (BCSG) Program designed for at-risk youths, including youth with adverse childhood experiences, attitudes and behaviors place them at elevated risk for future behavioral and health problems including substance abuse, delinquency and violence.

The CBSG Program consists of a series of support group sessions, each devoted to a different research-based topic. The sessions provide for the delivery of the mediating variables targeted by the CBSG Program. Each of the Session Topics had developmentally matched, interactive, and experiential activities for different age groups. The sessions are designed to explore, explain and reinforce the topic and major message for that session.

The sessions will be held one time per week at 1 ½ to 2 hours per group. Each participant's progress will be monitored by observing and recording his/her behavior, attendance, and academic performance.

The objectives of the BCSG program are to reduce substance use, reduce anti-social attitudes, increase anti-substance use attitudes, and reduce rebellious behaviors.

Luna County Teen Court Program expects to refer 40 to 50 juveniles to the BCSG program and 85 percent of the participants to complete all group sessions successfully.

Additional funds will be used for personnel services to provide guidance for Teen Court participants on weekend community projects. The objective for this project is to create or find meaningful community service that will encourage Teen Court participants to become and remain active in the community, to make a positive and lasting connection between them and the community. The Teen Court participants will have the opportunity to participate in projects of high value to the community, will be working with volunteers, and will develop employable skills.

EXHIBIT 2

JUVENILE ADJUDICATION FUND QUARTERLY PROGRESS REPORT AND CERTIFICATION

Name of Grantee: County of Luna

Grant No.: 17-J-17

Grant Amount: \$15,000.00

Reporting Period: July 1, 2016 – June 30, 2017

Juvenile Adjudication Fund Progress or Final Report

1. List accomplishments and/or any problems encountered and/or delays experienced in the implementation and administration of the program in a narrative or bulleted highlight fashion. Include action or methods used or to be utilized in their alleviation.
2. Please attach a copy of the Request for Payment Form, Exhibit 4, which includes the in-kind/local match to date.
3. Please attach the signed and dated original of the Detailed Breakdown by Budget Category Form, Exhibit 5, to date reported on the Request for Payment Form, Exhibit 4.
4. Please attach a copy of the Client Data Sheet, Exhibit 6.

Certification

1. I certify that all expenditures of Juvenile Adjudication Fund grant funds included within the attached Request for Payment Form were verified and accounted for in accordance with generally accepted accounting principles and a financial management system that meets the standards of 2.110.5.8(C) NMAC.
2. Under penalty of law, I hereby certify that to the best of my knowledge and belief, the information contained in this report, including all attachments, is correct and true and that **no other funding source is reimbursing the expenditures included within the attached Request for Payment Form for which reimbursement is being sought from Juvenile Adjudication Fund grant funds.**

Please sign and submit this form as part of each quarterly report.

Grantee Representative

County/City Official

Date

Date

Exhibit 3 - Budget Summary

JUVENILE ADJUDICATION FUND PROGRAM REVENUE/EXPENDITURE SUMMARY

Exhibit 3

Applicant/Grantee
County of Luna

Grant Number 17-J-17

Total Grant Funding \$ 15,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	GRANT EXPENDITURES	IN-KIND/MATCH FUNDS	TOTAL BUDGET
		ADMINISTRATIVE*			
JAF Program Grant	\$ 15,000.00	Personnel Costs (Salary and Benefits)		\$ 1,500.00	\$ 1,500.00
		Travel (In-State)			\$ -
Local Match (Cash or In-Kind)		Contractual Services			\$ -
County	\$ 1,500.00	Operating Costs			\$ -
City		Subtotal	\$ -	\$ 1,500.00	\$ 1,500.00
Fees		PROGRAM			
Other (list):		Personnel Costs (Salary and Benefits)	\$ 3,000.00		\$ 3,000.00
Judicial/Courts		Travel (In-State)	\$ 500.00		\$ 500.00
		Supplies	\$ 500.00		\$ 500.00
		Training (Employee & Volunteer)			\$ -
		Contractual Services	\$ 11,000.00		\$ 11,000.00
		Operating Costs**			\$ -
		Travel (Out-of-State)**			\$ -
		Minor Equipment**			\$ -
		Capital Outlay**			\$ -
		Subtotal	\$ 15,000.00	\$ -	\$ 15,000.00
		TOTALS:	\$ 15,000.00	\$ 1,500.00	
TOTAL REVENUES	\$ 16,500.00			TOTAL EXPENDITURES	\$ 16,500.00

* Administrative is limited to 5% = 750.00

**Operating Costs, Travel (Out-of-State), Minor Equipment and Capital Outlay are not eligible for grant funding, but can be counted towards match requirements

Exhibit 4 - Request For Payment

JUVENILE ADJUDICATION FUND PROGRAM REIMBURSEMENT REQUEST

Exhibit 4

Payment Request No.:

1

I. A. Grantee: County of Luna		II. Payment Computation:	
B. Address: 700 S. Silver Ave.		A. Grant Award: 15,000.00	
Demings, NM 88030		B. Funds Received To Date: \$0.00	
C. Telephone No.: (575) 564-0494		C. Amount Requested This Payment: \$0.00	
D. Grant No.: 17-J-17		D. Grant Balance: \$15,000.00	
		III. Report Period Ending: 30-Sep-16	

15,000.00

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Costs	0.00	1,500.00	1,500.00	0.00	0.00	0.00			0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00			0.00
PROGRAM									
Personnel Costs	3,000.00	0.00	3,000.00	0.00	0.00	0.00			0.00
Travel (In-State)	500.00	0.00	500.00	0.00	0.00	0.00			0.00
Supplies	500.00	0.00	500.00	0.00	0.00	0.00			0.00
Training	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	11,000.00	0.00	11,000.00	0.00	0.00	0.00			0.00
Operating Costs		0.00	0.00		0.00	0.00			0.00
Travel (Out-of-State)		0.00	0.00		0.00	0.00			0.00
Minor Equipment		0.00	0.00		0.00	0.00			0.00
Capital Outlay		0.00	0.00		0.00	0.00			0.00
TOTAL EXPENDITURES	15,000.00	1,500.00	16,500.00	0.00	0.00	0.00	0.00	0.00	0.00

0.00

0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify, to the best of my knowledge and belief, that the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. Service providers have not and shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer

Date

Grantee Representative

Date

(DFA/Local Government Division Use Only)

Division Fiscal Officer

Date

Division Project Representative

Date

Exhibit 5

Detailed Breakdown by Budget Category JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: County of Luna
Program No.: 17-J-17
Request No.: 1

Total Grant Funds Requested This Request: \$ -
Total Matching Funds Reported This Request: \$ -
Total Expenditures Reported This Request: \$ -

ADMINISTRATIVE - Limited to 5% of Grant Funds

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-------------------	-------------	------------------	---------------------	---------------	--------------------

Total Personnel Costs: \$ -

Travel (In State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
--------------------------------	--------------------------	-------------------	-------------	---------------------	---------------	--------------------

Total Travel: \$ -

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	---------------	--------------------	---------------------	---------------	--------------------

Total Contractual Services: \$ -

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Operating Costs: \$ -

PROGRAM

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-------------------	-------------	------------------	---------------------	---------------	--------------------

Total Personnel Costs: \$ -

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
--------------------------------	--------------------------	-------------------	-------------	---------------------	---------------	--------------------

Total Travel (In-State): \$ -

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Supplies: \$ -

Training

<u>Date/Location</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Training:	\$	-

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	---------------	--------------------	---------------------	---------------	--------------------

Total Contractual Services:	\$	-

Total Grant Fund Reimbursement Request:	\$	-
---	----	---

Check: \$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request.

I certify that the items listed in this report have not been billed or reported previously to the JAF grant program.

I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time

 Name

 Title

 Date

Exhibit 5

Detailed Breakdown By Budget Category JUVENILE ADJUDICATION FUND GRANT PROGRAM

Grantee: County of Luna
 Program No.: 17-J-17
 Request No.: 1

Total Grant Funds Requested This Request: \$ -
 Total Matching Funds Reported This Request: \$ -
 Total Expenditures Reported This Request: \$ -

In-Kind/Match Expenditures:

ADMINISTRATIVE

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ -	

Travel (In State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:				\$ -		

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:				\$ -		

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:				\$ -		

PROGRAM

Personnel Costs (Salaries and Benefits)

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Costs:				\$ -	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):				\$ -		

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					\$ -	

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					\$ -	

Training

<u>Date/Location</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Training:					\$ -	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					\$ -	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					\$ -	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					\$ -	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					\$ -	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					\$ -	

Total In-Kind/ Matching Reimbursement Request: \$ -
Check: \$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are available upon request.
I certify that the items listed in this report have not been billed or reported previously to the JAF grant program.
I certify that all payment requests listed are not funded by any other funding source and that service providers have not and shall not bill this grant fund and any other funding source for the same service provided to the same client at the same time

_____ Name	_____ Title	_____ Date
---------------	----------------	---------------

EXHIBIT "6"
JUVENILE ADJUDICATION FUND
CLIENT DATA SHEET

Name of Grantee:
Grant Number:

County of Luna
17-J-17

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Totals
GENDER					
Male					0
Female					0
sub total	0	0	0	0	0
AGE					
11					0
12					0
13					0
14					0
15					0
16					0
17					0
18					0
Over 18*					0
Unknown					0
sub total	0	0	0	0	0
ETHNICITY					
Anglo					0
Native American					0
Hispanic					0
Black					0
Asian					0
Multiracial					0
Other					0
sub total	0	0	0	0	0
GRADE					
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
GED					0
Graduated					0
College/Technical School					0
Not in School					0
Home Schooled					0
Other/Don't Know					0
sub total	0	0	0	0	0
LIVES WITH					
Mom					0
Dad					0
Both					0
Relative					0
Other					0
Don't Know					0
sub total	0	0	0	0	0
OFFENSE					
Careless/Reckless					0
Larceny/Shop Lifting					0
Trespassing					0
Battery/Public Affray					0
Alcohol					0
Drugs					0
Traffic					0
Curfew					0
Weapons					0
Truancy					0
Disorderly Conduct					0
Criminal Damages					0
Other					0
sub total	0	0	0	0	0

REQUIRED SENTENCE COMPONENTS					
Community Service Hours Served	0	0	0	0	0
Jury Duties Served (duplicated)	0	0	0	0	0
	0	0	0	0	
OTHER COMPONENTS					
Substance Abuse Prevention Program		0	0	0	0
Shoplifting Program		0	0	0	0
DWI Program		0	0	0	0
Truancy Program		0	0	0	0
Anger Management Program		0	0	0	0
Drivers Education Program		0	0	0	0
Counseling		0	0	0	0
Team Building Program		0	0	0	0
Smoking Cessation Program		0	0	0	0
Tutoring Program		0	0	0	0
Peer Counseling		0	0	0	0
Parental Involvement		0	0	0	0
Teen Parenting Program		0	0	0	0
Restorative Justice		0	0	0	0
Other		0	0	0	0
	0	0	0	0	0
REFERRED BY					
JPPO			0	0	0
Magistrate		0	0	0	0
Municipal/Police			0	0	0
School			0	0	0
Tribal Court			0	0	0
Other			0	0	0
subtotal	0	0	0	0	
SCREENING					
Number of Intake Screenings	0	0	0	0	0
Number of Intensive Screenings	0	0	0	0	0
	0	0	0	0	
CASES					
Number of Active Cases	0	0	0	0	0
Number of Completions	0	0	0	0	0
Number Referred Back (terminated)	0	0	0	0	0
Number Cases Pending	0	0	0	0	0
	0	0	0	0	

*Teens over 18 must be actively enrolled in school

AGREEMENT BETWEEN
LUNA COUNTY
AND
THE DEMING PUBLIC SCHOOLS

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and DEMING PUBLIC SCHOOLS, hereinafter referred to as DPS.

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that an After School Program be offered to students attending the elementary and mid-level schools within Luna County; and

WHEREAS, the COMMISSIONERS find that such programs promote the accomplishment of common goals of the County and DPS, including academic support and enrichment, social skill development, physical fitness and healthy lifestyle choices, and family and community engagement, as well as provide a safe, positive after school alternative to children of working parents.

WHEREAS, the COMMISSIONERS feel that they do not have the time, experience, facilities, or funding to conduct such an After School Program and personally supervise the same; and

WHEREAS, DPS has been conducting the After School Program for a number of years in the public school system in Luna County and has trained staff meeting all criteria to work with children, as required under New Mexico law, and has the appropriate facilities and insurance coverage to conduct such programs; and

WHEREAS, DPS is an existing governmental entity with an active board of directors; and

WHEREAS, DPS is willing to continue the operation of the After School Program in Luna County, with assistance, in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DPS agrees to conduct an After School Program in each of the elementary schools, Deming Intermediate School, and Red Mountain Middle School in Luna County for twenty-six weeks during the months that school is in session.

2. That the COMMISSIONERS agree to appropriate the sum of \$50,000 (fifty thousand and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of conducting said After School Program. The County's funds will not be used to defray normal operating costs of the schools at which the Programs are conducted. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge.
 - a. DPS will request funds from the County on a quarterly basis to reimburse for its program expenditures. DPS will submit such forms on or before the 15th day of the month following the quarter in which the program expenses were incurred; except for the fourth quarter, invoices will be submitted on or before June 15, 2017,
 - b. The County will reimburse DPS on a quarterly basis for expenditures documented on the reimbursement forms submitted by DPS. The County will pay DPS within thirty (30) days of receiving the reimbursement request form,
 - c. Monthly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. The parties to this Agreement desire to measure the effectiveness of the After School Program in improving academic performance, socialization, student well-being and community engagement. Student participation in after school activities will be monitored and subsequent performance measured. DPS agrees to conduct the After School Program and submit reports indicating the effectiveness of activities offered in improving student attainment of the goals of the Program. The monthly reports will address specific measurements in each of the following goals:
 - a. Academic Support and Enrichment.
 - i. The After School Program will provide programs that improve student academic performance, including tutoring in math and reading.
 - b. Social Skills and Youth Development.
 - i. The After School Program will provide activities that will improve students' social skills at appropriate age level and will decrease the number

of discipline referrals to the principal during the school year.

c. Physical, Health, and Recreational Activities.

- i. The After School Program will provide fitness activities and/or healthy lifestyle classes every week focused on decreasing childhood obesity and diabetes and on improving students' general fitness levels.

d. Family & Community Involvement.

- i. The After School Program will provide learning opportunities that promote student engagement in the community and strengthen families.
- ii. At the first meeting of the After School Program Advisory Committee, DPS will present the measurement tool to be used to monitor and report on the effectiveness of the activities undertaken to implement this goal.

4. After school activities will end no earlier than 4:30 p.m. and will be offered no less than three days per week for a period of twenty-six (26) weeks while school is in session. The Advisory Committee will explore and evaluate ways to extend the times that After School Programs are offered to include before-school hours.
5. An After School Program Advisory Committee is established to recommend to DPS program development ideas and implementation plans to improve program delivery and performance, investigate, assess, and acquire other funding opportunities, recommend adoption of policies to enhance the contribution of the program to achieving DPS' overall District-wide educational mission, and serve as ambassadors for the program wherever they go. The Advisory Committee will be comprised of two representatives from DPS, two from the County of Luna, and two from the City of Deming. Two additional at-large members of the Committee will be selected by the Committee itself. The committee will also include the DPS After School Program Coordinator.
6. That the monies appropriated by the COMMISSIONERS will be used for supplies and salaries necessary to effectively operate the programs.

7. That DPS and the After School Advisory Committee will work to identify additional sources of supplemental funding and resource-sharing in order to increase the capacity of the After School Programs. For example, such sources may include, but not be limited to, the New Mexico 21st Century Community Learning Centers, federal Afterschool Initiative Programs (however identified and funded), and the Afterschool Alliance.
8. The Board of County Commissioners is responsible for ensuring that the funds appropriated by the County to the After School Program are expended to achieve the goals identified in this Agreement, and DPS will ensure the funds are efficiently and effectively spent to that purpose. DPS will submit to the County quarterly reports of the expenditures made from the County's appropriation toward achieving the Program's goals.
9. The parties further agree that the actual day-to-day administration and operation of the After School Program is the responsibility of DPS, with input from the After School Advisory Committee, and is restrained only by the agreements contained herein.
10. Liabilities of the Parties
 - a. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the party pursuant to this agreement.
 - b. Each party shall be liable for its own actions in accordance with this agreement.
 - c. The liability of the parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. The liability of DPS shall also be subject to the immunities and limitations of the New Mexico Public Schools Insurance Authority Act, NMSA 1978, Section 22-29-1 et seq.
 - d. DPS agrees to hold the county harmless for any and all claims filed against the County by third parties arising out of DPS' day-to-day operations of the After School program. In the event that litigation is filed against

the County or its agents or employees, arising out of the operation of the After School program, to the extent that the County incurs costs, fees, or attorney fees in the defense of such litigation, which are not covered by its liability insurance, such costs will be reimbursed by DPS.

11. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the people of Luna County.
12. This agreement is for the term of the 2016-2017 school year, commencing with the execution by the parties and ending on the last day of the school year.
13. It is agreed that agreements between the County of Luna and DPS, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
14. It is also agreed that this agreement may be terminated by either party by written notice one to the other, at least ninety (90) days prior to the effective date of termination.

DEMING PUBLIC SCHOOLS

President
DPS Board of Directors

Dr. Dan Lere
Superintendent

LUNA COUNTY BOARD OF COMMISSIONERS

Mr. R. Javier Diaz
Chairman

Ms. Linda Smrkovsky
Member

Mr. Joe L. Milo, Jr.
Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN
LUNA COUNTY
AND
DEMING ANIMAL GUARDIANS

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and DEMING ANIMAL GUARDIANS, a non-profit corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the CONTRACTOR has facilitated a program in Luna County, New Mexico, for the purpose of reducing the suffering and overpopulation of companion animals, primarily by providing discount coupons for the spaying and neutering of dogs and cats owned by low income residents; and

WHEREAS, County residents meeting federal income guidelines are eligible to receive coupons for said services; and

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of providing such services; and

WHEREAS, the COMMISSIONERS feel that they have neither the time nor staff to offer such services; and

WHEREAS, CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, CONTRACTOR is willing to undertake the responsibility of said service provision in Luna County, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees and promises to provide coupons to low income residents of Luna County, eligible as per federal income guidelines, to be used to spay or neuter their companion animals.
2. That the COMMISSIONERS agree to appropriate the sum of \$10,000 (ten thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of facilitating said program. The payment by the County of

Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses directly related to spay/neuter procedures for dogs and cats and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- a. The number of residents utilizing requesting assistance and the number of animals spayed or neutered during the previous quarter.
- b. A brief narrative description of quarterly activities.
 - i. Quarterly reports and invoices will be due on the following dates:
 1. October 15
 2. January 15
 3. April 15
 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said programs or the terms of the agreement.
4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.

6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of DEMING ANIMAL GUARDIANS.

DEMING ANIMAL GUARDIANS

LUNA COUNTY BOARD OF COMMISSIONERS

President

Mr. R. Javier Diaz
Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L. Milo, Jr, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN
LUNA COUNTY
AND
DEMING-LUNA COUNTY COMMISSION ON AGING

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and DEMING-LUNA COUNTY COMMISSION ON AGING, a non-profit corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the CONTRACTOR has maintained and operated the Bob Beckett Senior Center in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors patronize the facility on a regular basis; and

WHEREAS, the Deming Senior Center is a publicly funded entity organized to deliver critical services to senior citizens in Luna County and that such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the COMMISSIONERS feel that they have neither the time, experience, facilities, nor funding to operate a senior center; and

WHEREAS, CONTRACTOR has experience in the operation of the Deming Senior Center in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, CONTRACTOR is willing to undertake the operation of said senior center in Luna County, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees and promises to operate said senior center, which is available for use by all senior citizen residents and visitors of Luna County.
2. That the COMMISSIONERS agree to appropriate, during the County of Luna's fiscal year ending June 30, 2017, the sum of \$110,000 (one hundred ten thousand dollars and no/100), received from gross receipts tax revenue, to help defray the expenses of operating said senior center. The payment by the County of Luna shall be used for the provision of senior services. Payment will be rendered on a monthly basis through the submission of an invoice and report. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this Agreement desire to measure the effectiveness of the funding appropriation through monthly reports that will include the following:
 - a. The number of visitors patronizing the senior center, designated as resident or non-resident, during the previous month.
 - b. The number of meals served at the Deming Senior Center during the previous month.
 - c. The number of meals delivered off-site during the previous month.
 - d. The number of clients transported during the previous month.
 - e. The number served in the Alzheimer's Respite program during the previous month.
 - f. Description and participation of activities offered during the previous month.
 - i. Monthly reports and invoices will be due by the 15th day of the month immediately following the reporting period, except for June the invoice will be due on or before June 15, 2017.

- ii. Monthly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said senior center or the terms of the agreement.
4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of the LUNA COUNTY COMMISSION ON AGING.

DEMING-LUNA COUNTY COMMISSION ON AGING

Board Chair

Barbara Rios
Executive Director

LUNA COUNTY BOARD OF COMMISSIONERS

Mr. R. Javier Diaz, Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L, Milo, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN

LUNA COUNTY

AND

DEMING ART COUNCIL

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and DEMING ART COUNCIL, a non-profit corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the CONTRACTOR has maintained and operated the Deming Art Center in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Deming Art Center, patronize the facility on a regular basis; and

WHEREAS, the Deming Art Center is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the COMMISSIONERS feel that they have neither the time, experience, facilities, nor funding to operate a public art center; and

WHEREAS, CONTRACTOR has experience in the operation of the Deming Art Center in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, CONTRACTOR is willing to undertake the operation of said art center in Luna County, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees and promises to operate said art center, which is available for use with no admission fee to all residents and visitors of Luna County.
2. That the COMMISSIONERS agree to appropriate the sum of \$3,000 (three thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of operating said art center. The payment by the County of Luna shall be used strictly for art center maintenance and improvements and shall not be used for salaries or for expenses related to other property operated by the CONTRACTOR. Payment will be rendered through the quarterly submission of an invoice and report. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this Agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - a. The number of visitors patronizing the art center, designated as resident or non-resident, during the previous quarter.
 - b. The number of youths patronizing the art center during the previous quarter.
 - c. Number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 1. October 15
 2. January 15
 3. April 15
 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - d. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations

made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said art center or the terms of the agreement.

4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of DEMING ART COUNCIL.

DEMING ART COUNCIL

Board of Directors
Authorized Agent

LUNA COUNTY BOARD OF COMMISSIONERS

Mr. R. Javier Diaz, Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L. Milo, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN
LUNA COUNTY
AND
DEMING/LUNA COUNTY MAINSTREET PROGRAM

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and DEMING/LUNA COUNTY MAINSTREET, hereinafter referred to as CONTRACTOR.

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that a preservation and revitalization of our Mainstreet district is an important part of community economic development within Luna County.

WHEREAS, the COMMISSIONERS feel that they do not have the time nor staff to conduct a Mainstreet Program and personally supervise the same; and

WHEREAS, CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing from New Mexico Mainstreet Program; and

WHEREAS, CONTRACTOR is willing to continue the operation of the Mainstreet Program in Luna County, with assistance, in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees to conduct a Mainstreet Program that revitalizes and preserves the Mainstreet district.
2. That the COMMISSIONERS agree to appropriate the sum of \$15,000 (fifteen thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of conducting said Mainstreet Program. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses directly related to preservation and revitalization of the Mainstreet district and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding

appropriation through quarterly reports that will include the following:

- a. The number of businesses utilizing Mainstreet programs within the previous quarter.
 - b. A brief narrative description of quarterly activities.
 - i. Quarterly reports and invoices will be due on the following dates:
 1. October 15
 2. January 15
 3. April 15
 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said programs or the terms of the agreement.
4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this

agreement, are hereby declared null and void and are superseded in their entirety by this agreement.

7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.

8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of DEMING/ LUNA COUNTY MAINSTREET PROGRAM.

DEMING/LUNA COUNTY MAINSTREET

LUNA COUNTY BOARD OF COMMISSIONERS

President

Mr. R. Javier Diaz
Chairman

Ms. Linda Smrkovsky
Member

Mr. Joe L. Milo, Jr.
Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN

LUNA COUNTY

AND

LUNA COUNTY HISTORICAL SOCIETY

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and LUNA COUNTY HISTORICAL SOCIETY, a non-profit corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the CONTRACTOR has maintained and operated the Deming-Luna-Mimbres Museum in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Luna County Historical Society, patronize the facility on a regular basis; and

WHEREAS, the Deming-Luna-Mimbres Museum is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the COMMISSIONERS feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, CONTRACTOR has experience in the operation of the Deming-Luna-Mimbres Museum in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, CONTRACTOR is willing to undertake the operation of said museum in Luna County, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees and promises to operate said museum, which is available for use with no admission fee to all residents and visitors of Luna County.
2. That the COMMISSIONERS agree to appropriate the sum of \$15,000 (fifteen thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of operating said museum. The payment by the County of Luna shall be used strictly for museum maintenance and improvements and shall not be used for salaries or for expenses related to other property operated by the CONTRACTOR. Payment will be rendered through the quarterly submission of an invoice and report. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this Agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - a. The number of visitors patronizing the museum, designated as resident or non-resident, during the previous quarter.
 - b. The number of youths patronizing the museum during the previous quarter.
 - c. Number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 1. October 15
 2. January 15
 3. April 15
 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - d. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the

County harmless for any and all claims, which may arise from the conduct of said museum or the terms of the agreement.

4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of LUNA COUNTY HISTORICAL SOCIETY.

LUNA COUNTY HISTORICAL SOCIETY

LUNA COUNTY BOARD OF COMMISSIONERS

President

Mr. R. Javier Diaz, Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L. Milo, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN
LUNA COUNTY
AND
RIO MIMBRES GOLF COURSE

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and RIO MIMBRES COUNTRY CLUB, a non-profit corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the CONTRACTOR has maintained and operated a golf course in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Rio Mimbres Country Club, use the facility on a regular basis; and

WHEREAS, the Rio Mimbres Golf Course is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the COMMISSIONERS feel that they do not have the time, experience, facilities, or funding to operate a public golf course; and

WHEREAS, CONTRACTOR has experience in the operation of the public golf course in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities and insurance coverage to conduct such operations; and

WHEREAS, CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, CONTRACTOR is willing to undertake the operation of the public golf course in Luna County, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. CONTRACTOR agrees and promises to operate a public golf course available for use by all residents and visitors of Luna County.
2. That the COMMISSIONERS agree to appropriate the sum of \$20,000 (twenty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the expenses of operating said public golf course. The payment by the County of Luna shall be used strictly for golf course maintenance and improvements, particularly to Hole #8, and shall not be used for salaries or for expenses related to other property owned by the CONTRACTOR. Payment will be rendered through the submission of a quarterly invoice and report. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this Agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - a. The number of residents using the golf course, designated as member or non-member, during the previous quarter.
 - b. The number of non-residents using the golf course during the previous quarter.
 - c. The number of youths, both member and non-member, using the golf course during the previous quarter.
 - d. Number and description of events held, including promotional events, invitational tournaments, youth events, charitable events, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 1. October 15
 2. January 15
 3. April 15
 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.

3. CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said facility or the terms of the agreement.
4. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
5. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
6. In addition, it is agreed that agreements between the County of Luna and CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
7. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
8. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of RIO MIMBRES COUNTRY CLUB.

RIO MIMBRES COUNTRY CLUB

President

LUNA COUNTY BOARD OF COMMISSIONERS

Mr. R. Javier Diaz, Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L. Milo, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

AGREEMENT BETWEEN

LUNA COUNTY

AND

SOUTHWESTERN NEW MEXICO STATE FAIR ASSOCIATION INC.

This agreement is made between the LUNA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COMMISSIONERS, and SOUTHWESTERN NEW MEXICO STATE FAIR ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as SNMSFA.

WHEREAS, the COMMISSIONERS find that it is in the public interest and for the public benefit of Luna County that an annual fair be held in Luna County; and

WHEREAS, the COMMISSIONERS find that such a fair is an integral part of encouraging the young people of Luna County to engage in positive activities, such as 4-H, FFA, and the like; and

WHEREAS, the annual county fair is a public amenity contributing to the furtherance of local economic development strategies and goals;

WHEREAS, the COMMISSIONERS feel that they have neither the time nor experience to conduct such a fair and supervise same; and

WHEREAS, SNMSFA has been conducting an annual county fair in Luna County for a number of years and has appropriate buildings and land under lease from the City of Deming until the year 2067; and

WHEREAS, SNMSFA is an existing non-profit corporation with an active board of directors; and

WHEREAS, SNMSFA is willing to undertake the operation of an annual county fair, but is in need of funding assistance in order to help conduct same;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. SNMSFA agrees and promises to conduct an annual county fair in Luna County, New Mexico sometime during the months of September, October, or November of each and every year.
2. That the COMMISSIONERS agree to appropriate the sum of \$22,000 (twenty two thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2017 to help defray the

expenses of conducting said fair. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. That the money appropriated by the COMMISSIONERS may not be used for trophies, prizes, ribbons, and the like, but must be spent on the actual operation of the fair.

3. The Contractor agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages, which may be asserted by any third party or person as a result of, or carrying out, the terms of this agreement. The obligation to indemnify shall include all damages, costs, fees, including reasonable attorney's fees resulting therein.
4. That, at the time the invoice is submitted, SNMSFA will submit a report detailing the activities of the previous quarter.
 - a. Quarterly reports and invoices will be due on the following dates:
 - i. October 15
 - ii. January 15
 - iii. April 15
 - iv. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - b. Quarterly reports and invoices should be submitted to Jessica Etcheverry, Community Projects Director.
5. That the quarterly report that references the month during which the fair was conducted include the following:
 - a. Number of people attending the fair.
 - b. Number of youth entries.
 - c. Number of adult entries.
 - d. Number of livestock/animal entries.
 - e. Financials.
6. That it is agreed and understood between the parties that SNMFA will be conducting the county fair as an agent of the Board of County Commissioners and that the ultimate authority

for the expenditure of public monies rests with the COMMISSIONERS.

7. The parties further agree that the actual operation of the fair is hereby delegated to SNMSFA restrained only by the agreements contained herein.
8. SNMSFA agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless for any and all claims, which may arise from the conduct of said county fair or the terms of the agreement.
9. In the event that the COMMISSIONERS should be involved in any litigation, it is hereby agreed by the parties that the County shall be reimbursed by the SNMSFA for all costs, fees, and attorneys' fees, which they may have incurred in said litigation.
10. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
11. In addition, it is agreed that agreements between the County of Luna and SNMSFA, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
12. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
13. This agreement shall become effective when approved by the COMMISSIONERS and the Board of Directors of SOUTHWESTERN NEW MEXICO STATE FAIR ASSOCIATION, INC.

SOUTHWESTERN NEW MEXICO
STATE FAIR ASSOCIATION, INC

President

LUNA COUNTY BOARD OF COMMISSIONERS

Mr. R. Javier Diaz, Chairman

Ms. Linda Smrkovsky, Member

Mr. Joe L. Milo, Member

ATTEST:

Mrs. Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 14th day of July, 2016, by and between the County of Luna, New Mexico, hereinafter called County, and the Deming-Luna County Humane Society, a New Mexico non-profit corporation, hereinafter called Society.

WHEREAS, the county has enacted an ordinance to provide for regulation, control, and vaccination against rabies of all domesticated dogs and cats residing within the boundaries of the county, and

WHEREAS, the Society operates a facility for the care and housing of lost, abandoned, and unwanted animals,

NOW, THEREFORE, in consideration of these premises and remuneration as set forth herein, it is mutually agreed by the parties hereto as follows:

1. Society shall maintain an animal shelter in accordance with local, state, and federal regulations and humane considerations and shall accept for refuge therein all dogs, cats, and companion animals brought to it by any police officer, sheriff's department personnel, animal control officer, society member, or individual.
2. Society shall provide facilities for segregation of suspect animals to ensure their safety and the protection of other animals in the shelter. "Suspect" is defined as animals presenting symptoms of disease or believed to have been exposed to same, particularly rabies, or those having bitten other animals or humans. Complete reports on such animals shall be filed with a veterinarian and such local authorities as may be required by law and the animal quarantined for the prescribed period of time.
3. Society shall make every reasonable effort to locate owners of animals believed to be lost, strayed, or stolen, to make every effort to find good homes or rescue organizations for those considered to be adoptable, and to euthanize in a humane manner those that are unadoptable, sick, or neither claimed nor adopted. Accordingly, the Society shall have sole authority for determining such disposition of all animals coming within its jurisdiction, except as set forth in Paragraph 2.
4. Society employees shall respond to calls in the county and outside incorporated areas promptly, courteously, and professionally according to their operational protocol.
5. Society shall maintain complete records on all dogs and cats received at the shelter, including the source from which the animal was obtained, sex, breed, date, name, address, and telephone of owner, if known, the name, address, and telephone of the individual bringing the animal to the shelter if other than owner, and the final disposition of the animal, including whether the animal was returned to its owner, adopted, sent to other shelters or rescue organizations, or euthanized. Society shall furnish County with monthly reports detailing the number and species of animals entering the shelter, the number of animals adopted, returned to owner, or sent to a rescue organization, and the number of animals euthanized.

6. Society shall maintain suitable hours that are posted at the gate for receiving and releasing animals at the shelter. Drop cages will be provided for the depositing of animals outside regular hours and telephone service will be available where inquiries or reports may be made.
7. Society shall investigate all reports of cruelty to animals or violations of county ordinance and report same to sheriff's office.
8. Society shall maintain, at its own expense, the shelter in good repair, hire and supervise shelter attendants, hire and supervise an animal control officer/s, maintain trucks for transporting animals, pay all utility bills, and carry liability insurance in amounts equal to Tort Claims Act limits with the County named as an additional insured.
9. A. The term of this agreement shall be for one year, beginning on July 1, 2016. On written notice, not less than thirty (30) days prior to date of expiration, either party may declare intent to terminate this agreement. Failing such notice, this agreement will be considered valid for each following 12 months thereafter.

B. The agreement may also be terminated by either party for justifiable cause upon thirty (30) days written notice at any time during the current term.
10. A. For services provided by the Society under this agreement, the County shall pay a fixed sum of One Hundred Thousand Dollars (\$105,000) per fiscal year. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge.

B. Effective with the contract year commencing July 1, 2016, the Society shall maintain a complete set of books in accordance with accepted accounting practices. The books shall be maintained by a certified public accountant practicing in Luna County. By September 1, 2016 and by September 1 of each succeeding year, the Society shall provide the County reviewed financial statements prepared by a certified public accountant. Upon the County and at its expense, an interim inspection of all Society books and related records may be made by the County.
11. Luna County Commissioners shall be invoiced monthly for contract services at the rate of \$8,750.00 per month. The invoices shall be accompanied by a report on all dogs, cats, and companion animals housed during the preceding month and will include the number of the number and disposition of animals and an animal control report.
12. Within thirty (30) days of the commencement of any annual term of this agreement, the Society shall provide the County a copy of its Certificate of Good Standing (or equivalent) obtained from the New Mexico State Corporation Commission and shall provide a copy of the Society's bylaws, including amendments, filed with the New Mexico State Corporation Commission.

13. If the owner of a quarantined animal is known, all charges for housing same will be assessed against the owner. The Society shall be responsible for all billings to the owner and may institute appropriate collection proceedings, as required.
14. No charges other than those provided for herein will be assessed against the County. Veterinarian fees, pet food, and maintenance of the shelter will be the responsibility of the Society.
15. Adoption fees and donations will remain the property of the Society.
16. This agreement incorporates all agreements and commitments between the parties concerned. No verbal promises, understanding, or implied intents shall be considered binding until or unless agreed upon and written into this agreement.

DONE THIS 14th DAY OF JULY, 2016 IN DEMING, NEW MEXICO.

DEMING-LUNA COUNTY HUMANE SOCIETY

LUNA COUNTY
BOARD OF COMISSIONERS

Board President

Mr. R. Javier Diaz, Chairperson

ATTEST:

Andrea Rodriguez, County Clerk

Community Prosperity 12-Point Pledge

It is recognized that prosperity for Deming and Luna County must be built on a stable foundation. To build a stable foundation, agencies dedicated to promoting the community should follow a common set of ethics. While disagreements are natural and priorities among agencies will differ, it is further recognized that local governmental, public and private agencies — herein referred to as “community promoters” — should follow a common set of basic ethical standards to guide operations and promote the community. Those signing below agree to the following 12-point pledge:

1. Community promoters shall carry out their responsibilities in a manner that brings respect to the profession and more importantly, the community it serves.
2. Community promoters are mindful that they are representatives of the community and shall represent the overall community interest.
3. Community promoters shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
4. Community promoters will hold themselves free of any interest, influence, or relationship with respect to any professional activity when dealing with clients which could impair professional judgement or objectivity, or which in the reasonable view of the observer, has that effect.
5. Community promoters shall avoid any perceived or real conflicts of interest when recruiting businesses, offering resources to businesses, lobbying or advocating for services or resources, and hiring staff and/or contractors.
6. Community promoters shall avoid nepotism in hiring and/or creating and maintaining boards of directors.
7. Community promoters shall work for the betterment of the community and avoid profiting as individuals or agencies through the recruitment of clients and/or business opportunities. Community promoters shall also avoid using positions of influence and/or power to benefit their own businesses or entrepreneurial endeavors.
8. Community promoters shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of economic development activities on a quarterly basis to the Luna County Community and Economic Development Advisory Committee.
9. Community promoters operating with public funds of any kind shall maintain transparent budgeting and bookkeeping processes open to public inspection.
10. Community promoters shall maintain, in confidence, the affairs of any client, colleague, business or organization and shall not disclose confidential information related to personnel matters, real estate or preliminary business recruitment efforts obtained in the course of professional activities.
11. Community promoters shall openly share information with the governing body according to protocols established by that body. Such protocols shall be available to clients and the public for inspection.
12. Community promoters shall assure that all activities related to economic development, lobbying or advocacy, are conducted in fairness to all members of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

Name

Organization

Date

RESOLUTION 16-38
LUNA COUNTY AND VILLAGE OF COLUMBUS MULTI SERVICES AGREEMENT
(July 1, 2016 through June 30, 2017)

1. For negotiating and continuing rural transportation services for Columbus residents through the Corre Caminos program, the Village agrees to pay the County as follows to ensure the negotiation for and availability of these services to Village residents living in the vicinity of the Village of Columbus. The Village serving as the nearest delivery point for these services.

Continuing Rural Transit	\$10,000.00
--------------------------	-------------

TOTAL	\$10,000.00
--------------	--------------------

2. For volunteer fire protection, volunteer EMS, landfill, and library services, the County agrees to pay the Village of Columbus as follows to ensure the availability of these services to county residents living in the vicinity of the Village of Columbus. The Village serving as the nearest delivery point for these services:

Volunteer Fire Program	\$20,000.00
------------------------	-------------

(for operational expenses only – no salaries)

Volunteer EMS Program	\$20,000.00
-----------------------	-------------

(for operational expenses only – no salaries)

Recreation (swimming pool)	\$8,000.00
----------------------------	------------

Library	\$8,000.00
---------	------------

Landfill	\$8,000.00
----------	------------

TOTAL	\$64,000.00
--------------	--------------------

3. To measure the effectiveness of the funding, quarterly reports will be submitted to Luna County by the Village of Columbus and will include the following information:

Volunteer Fire & EMS Programs: Call volume to include number of responses to fires, number of responses to rescue & emergency medical service incidents, number of responses to hazardous conditions and false alarms/calls.

Recreation: Number of days the Village Swimming Pool was opened during the funding period and number of residents that used the pool broken out by adults and youth.

Library: Number of residents using the library during the previous quarter broken out by adults and youth.

Landfill: Number of tons of waste collected during the previous quarter and number of vehicles that dumped at the landfill. If any recycling is done at the landfill, the type of material collected and the pounds of waste diverted from the landfill to the Deming-Luna County Recycle Center. Number of community cleanups held during the previous quarter and the amount of litter collected in pounds.

Quarterly reports are due by the 15th of the month following the end of the quarter.

4. To measure the accuracy of the payments submitted by Luna County to the Village of Columbus, Luna County will require copies of invoices for expenditures directly related to each of the above mentioned functions. Furthermore, the Village of Columbus will invoice Luna County on a quarterly basis for 25% of expenditures associated with the above programs. Quarterly invoices are due by the 15th of the month following the end of the quarter.

DONE AT LUNA COUNTY, NEW MEXICO
this 14th day of July, 2016

VILLAGE OF COLUMBUS

LUNA COUNTY BOARD OF COMMISSIONERS

Mayor

R. Javier Diaz, Chairman

ATTEST:

ATTEST:

Indigent Hospital Claims Office

Ira T. Pearson, County Manager

IHC Board Meeting July 14, 2016

Month	Number	Amount	Number	Denied
January	2	\$946.69	0	\$0.00
Feburary	0	\$0.00		
March	2	\$365.52		
April	6	\$3,539.35		
May	2	\$723.79		
June	0	\$0.00		
July				
August				
September				
October				
November				
December				
Total	12	\$5,575.35	0	\$0.00
This Month's Total	Mimbres Memorial Hospital			\$0.00
This Month's Total	Gila Regional Medical Center			\$0.00
This Month's Total	Memorial Medical Center			\$0.00
This Month's Total	Deming Fire Dept./EMS			\$0.00
This Month's Total	All Other Services			\$0.00
Total				\$0.00
Year to Date Total	Mimbres Memorial Hospital			\$3,093.01
Year to Date Total	All Other Hospitals			\$1,602.58
Year to Date Total	Deming Fire Dept./EMS			\$879.76
Year to Date Total	All Other Services			
Total				\$5,575.35
Care of Prisoners This Month				\$42,900.93
Care of Prisoners Year to Date Indigent				\$96,777.59
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$69,749.02
Care of Prisoners Year to Date Dr. Bills				\$18,496.10
Total Cost of Care of Prisoners Year to Date				\$185,022.71
Monies Received for June 2016				\$45,499.27
Balance in IHC Fund as of June 30, 2016				\$701,851.72
Encumbrances as of June 30, 2016				\$20,113.45
	Amount	Signatures	Date	Denied
Joe L. Milo, Jr	\$0.00		7/14/2016	\$0.00
Linda M. Smrkovsky				
R. Javier Diaz				

[illegible]

July 14, 2016

[illegible]