

A G E N D A

. . . for the Regular Meeting of the Farmington City Council to be held at 7:00 p.m., Tuesday, June 10, 2014 in the Council Chamber, City Hall, 800 Municipal Drive, Farmington, New Mexico. . .

1. Roll Call and Convening the Meeting:
2. Invocation: Pastor Mario Parga of First Baptist Church.
3. Pledge of Allegiance:
4. Acceptance of Consent Agenda: Those items on the agenda that are marked with an asterisk (*) have been placed on the Consent Agenda and will be voted on without discussion with one motion. If any item proposed does not meet with approval of all Councilors or if a citizen so requests, that item will be heard under Business from the Floor.
5. *Approval of Minutes for:
 - (a) the Regular Meeting of the City Council held May 27, 2014; and ----- **12**
 - (b) the Regular Work Session of the City Council held May 20, 2014. ---- **13**
6. *Approval of Bid for a multi-term contract for anchors and grounding products (Electric) being awarded to Wesco as the lowest and best bidder meeting specifications after application of five percent in-state preference (\$68,076.08), and to reject the bid received from Western United for being non-responsive and not meeting specifications. Bids opened May 29, 2014 with four bidders participating. ----- **1**
7. *Approval of Re-Bid for Safe Routes to School sidewalks (Public Works) being awarded to Sterling Brothers Construction, Inc. as the lowest and best bidder meeting specifications after application of five percent in-state preference (\$214,225.69). Bids opened May 28, 2014 with two bidders participating. ----- **2**
8. *Approval of Fifth Amendment to Intergovernmental Agreement for Detention Center Services between the City and San Juan County for the purpose of establishing the day rate of \$66.16 for City prisoners (a decrease of \$3.97 per day) (term July 1, 2014 thru June 30, 2015). ----- **3**
9. *Approval of Application for Federal Assistance/STOP Violence Against Women Formula Grant for funding in the amount of \$43,391.00 to provide an additional victim advocate to perform advocacy services to victims of domestic violence, sexual assault and stalking. ----- **4**
10. *Approval of Warrants up to and including June 7, 2014.

11. Report on the Farmington Convention and Visitors Bureau city-wide branding campaign (Tonya Stinson)

12. Public Hearing to receive comments and suggestions regarding the City of Farmington's use for the FY2014 Edward Byrne Memorial Justice Assistance Grant (JAG) funds (\$46,667 to be received by the Farmington Police Department and \$22,727 to be received by the San Juan County Sheriff's Office for a total of \$69,394) and approval of the Memorandum of Understanding between the City and San Juan County concerning such grant funds. ----- 5

13. Recommendation from the Public Utility Commission to adopt Resolution No. 2014-1511 approving the First Amendment to the Natural Gas Supply Agreement between the City and the New Mexico Municipal Energy Acquisition Authority (NMMEA) and authorizing the Mayor to sign.----- 6

14. Public Hearing to consider issuing a proclamation imposing restrictions on the use of fireworks due to severe drought conditions. (Terry Page) ----- 7

15. Proclamation declaring that extreme or severe drought conditions exist within the municipal boundaries of the city of Farmington and placing additional restrictions on the use of fireworks effective June 10 through July 9, 2014. (Jay Burnham) ----- 8

16. Adoption of Resolution No. 2014-1512 urging citizens of the City of Farmington to abstain from using fire sources that could lead to deadly and/or destructive consequences during periods of drought. (Jay Burnham)----- 9

17. New Business:
 - (a) Mayor
 - (b) Councilors
 - (c) City Manager
 - (d) City Attorney
 - (1) Resolution No. 2014-1513
-setting and establishing a regular meeting day, time and place for City Council meetings pursuant to City Council Resolution No. 2013-1466. -----10
 - (2) Ordinance No. 2014-1269 – Final Action
-amending Section 23-2-7 of the Farmington City Code to provide for an increase in residential and commercial charges for sanitation service (Published May 25, 2014) -----11
 - (e) City Clerk

18. Business from the Floor:

- (1) Items removed from Consent Agenda for discussion.
- (2) Any other Business from the Floor.

19. Adjournment.

AGENDA ITEM SUPPORT MATERIALS ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE AT THE OFFICE OF THE CITY CLERK, 800 MUNICIPAL DRIVE, FARMINGTON, NEW MEXICO.

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 599-1106 or 599-1101 prior to the meeting so that arrangements can be made.

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Kristi Benson, CPPO, CPPB
Purchasing Supervisor

DATE: June 03, 2014

SUBJECT: Multi-Term Contract for Anchors and Grounding Products,
Bid #14-103672R

USING DEPARTMENT: Electric Utility

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A bid opening was held on Thursday, May 29, 2014 for the Multi-Term Contract for Anchors and Grounding Products. Four (4) bidders responded.

The Central Purchasing Department concurs with the recommendation from the Electric Warehouse to reject the bid from Western United as non-responsive for not meeting specifications.

The Central Purchasing Department concurs with the recommendation from the Electric Warehouse to award the bid to Wesco from Albuquerque, NM, a responsible bidder submitting the lowest responsive bid meeting specifications for a total awarded amount of \$68,076.08. All bidders qualified for the 5% in-state preference.

Kristi Benson (Presenter)
Consent Agenda/Council Meeting 6/10/14

xc: Andrew Mason, Administrative Services Director
Bob Schrag, Warehouse Superintendent
Edward Smylie, Purchasing Officer

File – 14-103672R (EF)

CITY OF FARMINGTON - ABSTRACT SCHEDULE
 BID: Rebid for Multi-Term Contract for Anchors and Grounding Products, Rebid#: 14-103672R OPENING DATE: May 29, 2014 @ 2:00 PM
 Electric Utility

	Wesco 3333 Los Arboles Ave Albuquerque, NM 505-883-5666 Bob Martini	Border States 865 S. Browning Farmington, NM 806-457-4197 Jon Renken	Western United 7535 2nd Street Albuquerque, NM 505-346-9572 Frank Torres	Stuart C. Irby 2417 Aztec Road Albuquerque, NM 505-353-5820 John Dollar
TOTAL BID:	\$68,076.08	\$71,967.43	\$67,048.81	\$75,946.78
TOTAL BID WITH IN-STATE PREFERENCE APPLIED:	\$64,672.28	\$68,369.06	\$63,696.37	\$72,149.44
IN-STATE PREFERENCE:	Yes	Yes	Yes	Yes
ESTIMATED APPLICABLE TAXES	\$0.00	\$0.00	\$0.00	\$0.00
PAYMENT TERMS:	N 30	N 30	N 30	N 30
DELIVERY:	60 days	28-35 days	stock - 6 weeks	42-49 days
			Exceptions Taken	with Pricing

MINOR TECHNICALITIES WAIVED.

- A. Price extension error on item Q for Western United. Total cost corrected.
The corrected total cost did not affect the bid outcome as read at the bid opening.
- B. Price extension error on item E for Wesco. Total cost corrected.
The corrected total cost did not affect the bid outcome as read at the bid opening.
- C. Price extension error on total for Border States. Total cost corrected.
The corrected total cost did not affect the bid outcome as read at the bid opening.
- D. Price extension error on line W for Stuart C. Irby. Total cost corrected.
The corrected total cost did not affect the bid outcome as read at the bid opening.

**CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM**

TO: Mayor Roberts and City Council

FROM: Edward Smylie, CPPO 
Purchasing Officer

DATE: June 5, 2014

SUBJECT: Re-Bid for Safe Routes to School Sidewalks, Bid #14-99609R

USING DEPARTMENT: Public Works
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A bid opening was held on May 28, 2014 for the Re-Bid for Safe Routes to School Sidewalks. Two (2) bidders responded.

The Central Purchasing Department concurs with the recommendation from the Public Works Department to award the base bid plus the alternate bid to Sterling Brothers Construction, Inc. from Flora Vista, NM as the lowest bidder meeting specifications for a total awarded amount of \$214,225.69 plus estimated applicable taxes of \$15,397.47. Both bidders qualified for the 5% in-state preference.

Edward Smylie (Presenter)
Consent Agenda/Council Meeting 6/10/14

xc: H. Andrew Mason, Administrative Services Director
David Sypher, Public Works Director
Nica Westerling, City Engineer
Ryan Gladden, Associate Project Engineer
File – 14-99609R

CITY OF FARMINGTON - ABSTRACT

Re-Bid for Safe Routes to School Sidewalks

COF PROJECT #12-13 NMDOT CONTRACT #W500012 BID #14-99609R

OPENING DATE: May 28, 2014, 2:00 p.m.

Public Works ENGINEER'S ESTIMATE \$250,000 40152454347060	Sterling Brothers Construction, Inc. PO Box 1119 Aztec, NM 87410 David Byrd 505-334-7523 cathv6@sterlingbc.net	Desert Utility & Paving, LLC 8201 Golf Course NW Ste D3 #295 Albuquerque, NM 87120 Jeff Webster 505-344-1086 jeff@desertutility.com
DESCRIPTION		
BASE BID:	\$ 94,212.00	\$ 109,810.00
ALTERNATE BID:	\$ 120,013.69	\$ 147,548.00
TOTAL BID:	\$ 214,225.69	\$ 257,358.00
ESTIMATED APPLICABLE TAXES:	\$ 15,397.47	\$ 18,497.61
BIDDER'S ESTIMATE OF TAXES FORM INITIALED:	Yes	Yes
BID SIGNED:	Yes	Yes
NM CONTRACTOR'S LICENSE NO.:	15567	372905
NM DEPT OF WORKFORCE SOLUTIONS - PUBLIC WORKS NO.:	002298720110816	23941201220203
LIST OF SUBCONTRACTORS:	Yes	Yes
BID BOND ENCLOSED:	Yes	Yes
BIDDER'S QUALIFICATIONS:	Yes	Yes
DRUG-FREE WORKPLACE CERTIFICATION:	Yes	Yes
CONTRACTOR'S SAFETY CERTIFICATION:	Yes	Yes
NOTICE: BIDDERS LIST OF QUOTERS FOR DBE PROGRAM:	Yes	Yes
NON-DEBARMENT CERTIFICATION:	Yes	Yes
DECLARATION OF NON-COLLUSION:	No	Yes
DISCLOSURE OF LOBBYIST ACTIVITIES:	Yes	Yes
NM PAY EQUITY REPORTING ACKNOWLEDGMENT:	Yes	Yes

**FIFTH AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
DETENTION CENTER SERVICES**

THIS FIFTH AMENDMENT to the Intergovernmental Agreement for Detention Center Services by and between San Juan County, New Mexico, hereinafter referred to as "The County," and the City of Farmington, New Mexico, hereinafter referred to as "the City."

WHEREAS, the Intergovernmental Agreement for Detention Center Services made and entered into the 26th day of June, 2007, requires that the County provide to the City, on or before October 15th of each of each year, the *per diem* rate for the County Detention Center to be effective July 1 of the succeeding calendar year; and

WHEREAS, the Fourth Amendment to the Intergovernmental Agreement established the *per diem* rate at \$70.13.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph D. of the June 26, 2007 Intergovernmental Agreement for Detention Center Services shall be amended to read as follows:


The parties agree that the City Prisoner Day rate shall be \$66.16, applicable from July 1, 2014, through June 30, 2015.

2. All other provisions of the Agreement including prior amendments other than those establishing the *per diem* rate shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

**BOARD OF COUNTY COMMISSIONERS OF
SAN JUAN COUNTY, NEW MEXICO**

ATTEST:



Debbie Holmes, County Clerk

By: 

Jack L. Fortner, Chairman

Date: 5-20-14

APPROVED AS TO FORM:



San Juan County Attorney

CITY OF FARMINGTON, NEW MEXICO

ATTEST:

By: _____
Tommy Roberts, Mayor

Dianne Smylie, City Clerk

Date: _____

APPROVED AS TO FORM:



Farmington City Attorney



STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION

SUSANA MARTINEZ
GOVERNOR

FRANK ZUBIA
DIRECTOR

June 2, 2014

Georgette Allen
Community Relations Liaison & PIO
City of Farmington/Farmington Police Department
900 Municipal Dr.
Farmington, NM 87401-2654

**RE: STOP Violence Against Women Formula Grant Program
Final Award Contract Federal Grant 2013-WF-AX-0039
Subgrant # 2015-WF-108**

Dear Ms. Allen:

As you are aware your organization was selected to receive a STOP Violence Against Women Act (STOP VAWA) federal subgrant award in the amount of \$43,391.00 with a match amount of \$0.00. This award will begin July 1, 2014 and end June 30, 2015. The awards are now final.

You will need to read the contract, special conditions and attached forms carefully. Please return the signed original contract, along with the signed New Mexico Employees Health Coverage Form and the completed and signed EEOP Certification Form, no later than **June 13, 2013**. At this time we cannot accept electronic copies of these forms, please mail the originals to my attention. You will receive an electronic copy of the fully executed contract signed by our agency Director and Commission Chair.

In reviewing your agency's application we are in need of the following information prior to the start of the award July 1, 2014. Please submit the following information by June 23, 2014. You can e-mail this information to CVRC.Grants@state.nm.us.

We have received all requested information. If we require anything else we will let you know.

In an effort to streamline mandatory post-award contract requirements, we will be offering the Post-Award Grant Management workshop via webinar. As you are aware, the Post-Award Grant Management Workshop is mandatory for all agencies receiving a FY15 STOP VAWA award.

As part of our **grant monitoring** policies and procedures we are in the process of reviewing your agency's most recent audit report. Audit reports are reviewed in their entirety. Agencies with unfavorable audit reports issued, material weaknesses and/or significant deficiencies will have additional monitoring requirements. These requirements will be sent to your agency via e-mail with a copy of your fully executed STOP VAWA contract.

We appreciate your assistance and compliance with the additional financial monitoring within your agency. It is our collective duty to ensure that we are all good stewards of the funding we monitor and receive.

If you have any questions or need any technical assistance during the grant year please do not hesitate to contact our office. We look forward to working with you this year.

Best,



MaryEllen Garcia
Grants Administrator
MaryEllen.Garcia@state.nm.us

Subgrant ID #: 2015-WF-108 Authorized Individual Initials: _____

State of New Mexico
Crime Victims Reparation Commission
STOP Violence Against Women Award Contract

A Federal Grant number 2013-WF-AX-0039 STOP Violence Against Women grant award to hereinafter called the Contractor, Contractor number # 2015-WF-108 in the amount of \$43,391.00, for the exclusive application of a STOP VAWA grant as set forth in the approved program of the State of New Mexico Grant Application. This award is authorized by the Crime Victims Reparation Commission (CVRC) as referenced in the Violence Against Women Act. The Federal CFDA number for this grant is: 16.588. This award may be used for a period from July 1, 2014 to June 30, 2015.

The Contractor shall administer the project for which this award is given in accordance with the applicable rules, regulations and conditions as set forth in the Federal and State Guidelines. In addition, the attached Special Conditions must be followed.

L. PAYMENT

Payment is on a reimbursement basis. See Special Condition 10.

LI. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.

LII. RECORDS AND AUDIT

Detailed expenditure records must be maintained. These records shall be subject to inspection by CVRC and its representative(s), and the United States Department of Justice, Office of Justice Programs. CVRC shall have the right to audit the expenditures both before and after payment. Payment under this Agreement shall not foreclose the right of CVRC to recover excessive and/or illegal payments.

LIII. ASSIGNMENT

The Contractor shall not assign or transfer any interest in the Agreement without prior written approval of CVRC.

LIV. AMENDMENTS

This agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

LV. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. The Contractor agrees that no person shall, on the basis of race, color, national origin, religion, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Contractor agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the grant award.

LVI. EFFECTIVE DATE

This award becomes effective upon date of approval by the CVRC Director. No funds will be disbursed until the signed original agreement and an approved budget have been submitted to CVRC.

Organizations that do not adhere to these responsibilities will be in violation of the terms of this Grant and STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of Grant Award.

City of Farmington/Farmington Police Department signifies acceptance of this award according to the terms and conditions set forth above and in the attached special conditions.

AUTHORIZED OFFICIAL NAME/TITLE: _____ DATE: _____

AUTHORIZED OFFICIAL SIGNATURE: _____ DATE: _____

CVRC DIRECTOR _____ DATE: _____

Frank Zubia

Approved: Marron Lee, Chairwoman, New Mexico Crime Victims Reparation Commission

Legal Department
Approved as to form
By _____
Date _____

Subgrant ID #: 2015-WF-108 Authorized Individual Initials: _____

State of New Mexico
Crime Victims Reparation Commission
STOP Violence Against Women Award Contract
Federal Grant # 2013-WF-AX-0039
Special Conditions

By accepting this award, the Contractor assumes the following administrative and financial responsibilities:

393. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Office on Violence Against Women, for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Office on Violence Against Women, this Agreement shall terminate upon written notice being given by CVRC to the Contractor.
394. The Contractor agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Contractor is a high-risk subgrantee. Cf. 28 C.F.R. parts 66, 70.
395. The Primary Project Components (Project Plan) will guide the scope of work.
396. Project staff and consultants must be provided a copy of the project proposal and budget. In addition, the program manager agrees to disseminate project information to the project staff.
397. The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The Contractor may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
398. The Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
399. The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide. Including, but not limited to tracking time and activity for all STOP VAWA funded and match staff. The reports must reflect an after the fact determination of actual activities of the employee and be inclusive of all activities performed by the employee, not just time spent towards this award.
400. Maintain separate accounts and accounting records for the STOP VAWA funds. Maintaining project based accounting records does not provide enough detail to track federal funds, therefore, STOP VAWA funds cannot be commingled with any other funding source.
401. The Contractor agrees to supplement and not supplant state or local funds.
402. Payment is reimbursement only. In order to receive payment, a Cash Reimbursement Packet consisting of an original signed monthly or quarterly federal invoice and two copies must be submitted by the Contractor with a corresponding accounting sheet reporting the previous month's expenditures. For those required to submit match, a signed original of the Record of Match Expenditures with a corresponding accounting sheet must also be submitted. The expenditures are to be reported by the categories used on the invoice form. This documentation must be received no later than the 10th of the month for the previous month's expenditures or the business day prior if the 10th falls on a holiday or weekend. Or, as directed by the Grant Administrator. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected.
403. Due to requirements by the NM Department of Finance, all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 10th. Cash reimbursement invoices received after July 10th for expenditures made prior to July 1st cannot be processed and those expenditures will become the responsibility of the Contractor.

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State of New Mexico
Crime Victims Reparation Commission
STOP Violence Against Women Award Contract
Federal Grant # 2013-WF-AX-0039
Special Conditions

404. The Contractor, upon final payment of the amount due under this Agreement, releases CVRC from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
405. The Contractor agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OVW Financial Guide as applicable. This is in accordance with regulations for program income under the Common Rule, "Uniform Administrative Requirements for Grant Cooperative Agreements."
406. Any out of state travel line items or categories that are not specifically itemized in the approved budget must receive prior approval from CVRC before any funds for these items are expended.
407. Approval of this award does not indicate an approval of any consultant rate in excess of \$650.00 per day. A detailed justification must be submitted to and approved by the NMCVRC prior to obligation or expenditure of such funds.
408. Maintain and furnish to CVRC and the United States Department of Justice, upon request, detailed financial accounting and supportive records of expenditures and of the matching funds.
409. The Contractor agrees that all equipment and/or technology purchased with grant funds will be used solely to address crimes against women during, and for three years following, the end of the grant budget period.
410. OVW funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, except if the following applies: the location of the event is not in close proximity to food establishments; if not serving food will significantly lengthen the day or necessitate extending the meeting; if a special presentation at a conference requires a plenary address where there is no other time for food to be attained; or other extenuating circumstances which necessitate the provision of food. If any of these circumstances apply, the Contractor must submit a written request for approval at least thirty (30) days prior to the event.
411. The Contractor agrees to allow CVRC access to the grant-funded project's documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.
412. Provide CVRC with an audit of the program, the audit management letter and a resolution of all the findings if your agency meets the conditions of OMB Circular A-133, which requires an audit if your agency expends at least \$500,000.00 of federal funds during the contract period. If your agency does not meet the conditions of the OMB Circular 133, please submit a "program-specific audit" with a copy of the audit management letter and resolution of all findings.
413. The Contractor understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
414. The Contractor must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

Subgrant ID #: 2015-WF-108 Authorized Individual Initials: _____

State of New Mexico
Crime Victims Reparation Commission
STOP Violence Against Women Award Contract
Federal Grant # 2013-WF-AX-0039
Special Conditions

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800) 869-4499, or

Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

415. Prior to the final selection of personnel to be hired with grant funds, the contractor agrees to provide CVRC with the names and resumes of the candidates recommended for hiring. CVRC shall review and approve all recommendations regarding personnel selection and/or hiring prior to final selection of candidates. Project staff resumes including staff being used as match must be submitted to CVRC in order for reimbursement for expenditures to occur. Once work has started, the Contractor will make no changes of personnel without the prior written consent of CVRC. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. CVRC shall retain the right to request the removal of any of the Contractor's personnel at any time.
416. The Contractor agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used to verify that persons are eligible to work in the United States.
417. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.
418. File original quarterly progress reports to be received by CVRC no later than ten days after the end of the quarter and file an annual progress report to be received no later than the due date. No faxed reports will be accepted. Late or inaccurate reporting will delay the payment process. All demographic information that is required in program and annual reporting must be collected unless a victim declines.
419. The Contractor agrees to submit an annual performance report for each year the grant is active, by the due date.
420. Unless a waiver is granted, the project manager and anyone completing quarterly progress and/or financial reports must attend CVRC VOCA/STOP VAWA Grant Reporting training at least once during the grant budget period.
421. The Contractor agrees that staff responsible for providing services under this contract shall attend the Civil Right Compliance for Subgrantees webinar or training.
422. Anyone providing direct services to victims shall attend a minimum of one compensation workshop held by CVRC during the grant year.
423. Unless a waiver is granted, one member of the project's staff or a project partner must attend the annual AIA Conference.
424. Cooperate and coordinate services with other VOCA/STOP VAWA funded programs and other service providers in your region that serve victims of domestic violence, sexual assault, stalking and/or dating violence.
425. Bernalillo, Sandoval and Valencia County programs serving victims of sexual assault, domestic violence, and/or stalking must collaborate and coordinate services with the Albuquerque based Family Advocacy Center.
426. All Contractors that are working with victims must have an LEP plan and policy/procedures in place and in practice to ensure that LEP persons have meaningful access to services.
427. If applicable, the Contractor agrees to provide data to the New Mexico Interpersonal Violence Data Central Repository.
428. For the purpose of this contract, the definition of domestic violence is limited to the federal definition that can be found at www.ovw.usdoj.gov/domviolence.htm.
429. The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling,

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State of New Mexico
Crime Victims Reparation Commission
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Special Conditions

and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

430. The Contractor shall protect the confidentiality and privacy of persons receiving services, in accordance with STOP VAWA confidentiality provisions, 42 U.S.C.A. § 13925. Specifically, the Contractor shall not:
- (xxii) disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Contractor's programs or
 - (xxiii) reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of a non-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor. (Thorough redaction of identifying information in client files is acceptable for the purpose compliance monitoring by the administering agency).
 - (xxiv) "personally identifying" information means individually identifying information for or about an individual, including information likely to disclose the location of a victim, including: name, home or physical address, any contact information, including email or internet address, telephone or fax, social security or other information, including date of birth, racial or ethnic background or religious affiliation, that in combination with other personally identifying information would serve to identify the individual.
431. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized or denied through Contractor's programs, the Contractor shall:
- (xv) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts;
 - (xvi) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.
432. The contractor agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.
433. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
434. The contractor agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The contractor further agrees that grant funds will not be used to teach primary or secondary school students from an already exiting curriculum.
435. The Contractor agrees to submit one copy of all reports and proposed publications funded by this agreement not less than thirty (30) days prior to public release, publication, or distribution for review.
436. All materials and publications (written, visual or sound) resulting from award activities shall contain the following statements: "This project was supported by subgrant #108 2015-WF-108 awarded by the NMCVRC for the STOP Formula Grant Program. The opinions, findings, conclusions and recommendations expressed in the

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publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the NMCVRC or the Department of Justice, Office on Violence Against Women.”

437. All materials developed or acquired by the Contractor under this Agreement shall become the property of the Office on Violence Against Women and shall be delivered to CVRC no later than the termination date of this Agreement. Anything produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
438. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
- (o) any work that is subject to copyright and was developed under this award, sub-award, contract or subcontract pursuant to this award; and
 - (p) any work that is subject to copyright for which ownership was purchased by a recipient, sub-recipient or a contractor with support under this award.

In addition, the contractor must obtain advance written approval from the Office on Violence Against Women, and must comply with all conditions specified by Office on Violence Against Women in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the contractor to ensure that this condition is included in any sub-award, contract or subcontract under this award.

439. The contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
440. Organizations must submit an acceptable Equal Employment Opportunity Plan, if required pursuant to 28 CFR 42.302. This plan must be approved by the DOJ, OJP Office of Civil Rights.
441. The Contractor agrees to comply with the applicable requirements of 28 C.F.R. Part 8, the Department of Justice regulation governing “Equal Treatment of Faith Based Organization (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the contractor or sub-contractor must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
442. The Contractor agrees to comply with the New Mexico Crime Victims Reparation Commission Civil Rights Compliance/Anti-harassment policy and procedures found on the NMCVRC web page.
443. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009) the Office on Violence Against Women encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
444. The Contractor agrees to comply with applicable requirements regarding maintaining an active and updated Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) number.
445. The Contractor must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.
446. The Contractor agrees to inform and assist eligible victims with the New Mexico SAVIN (State Automated Victim Information Notification) System is a free service that provides information to crime victims, crime

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victim's families, witnesses, and any interested members of the public with case status and hearing notifications on Bernalillo Metropolitan Court, Magistrate and District Court criminal cases in the State of New Mexico.

447. The Contractor agrees to inform and assist victims of crime with accessing information about particular offenders, or a particular State and/or County inmate's release, transfer or escape from participating agencies-hours a day, over the phone, through the internet, or by e-mail through New Mexico's Statewide Automated Victim Information and Notification Service, (VINE).
448. The Contractor agrees to inform and assist potentially eligible victims with crime victims' compensation and assist CVRC staff regarding compensation inquiries.

Organizations that do not adhere to these Special Conditions will be in violation of the terms of this Grant, and the STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of the Grant Award.

All guidelines as described in the STOP VAWA Program Guidelines must be followed. The above may be waived with written approval. The above Special Conditions become part of the Grant Award and are accepted by the contractor.

Sarah Talley stalley@fmtn.org
Financial Point of Contract Printed Name E-mail Address

Staff Accountant II
Financial Point of Contract Title

Sarah Talley DATE: 6/4/14
Financial Point of Contract Signature

Authorized Official Printed Name E-mail Address

Authorized Official Printed Title

Authorized Official Signature

Legal Department
Approved for form
By [Signature]
Date 6/4/14

Subgrant ID #: 2015-WF-108 Authorized Individual Initials: _____

GMS Application Number – 2014-H3272-NM-DJ

The State of New Mexico
County of San Juan

**Memorandum of Understanding
Between the City of Farmington and County of San Juan**

2014 Byrne Justice Assistance Grant (JAG) Program Award

This agreement is made and entered into this 5th day of June, 2014 by and between the County of San Juan, hereinafter referred to as COUNTY, and the City of Farmington, hereinafter referred to as CITY, both of San Juan County, State of New Mexico, witnesseth:

Whereas, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public and that the division of funds is being done upon agreement of both parties; and

Whereas, the parties agree that it is in their best interests to cooperate in requesting an award of \$69,394.00 from the Justice Assistance Grant program and to share the amount awarded with the City receiving \$46,667.00 and the County receiving \$22,727.00.

Now therefore, the COUNTY and CITY agree as follows:

Section 1.

The CITY agrees to be the fiscal agent for the 2014 Byrne JAG program (Grantor) and will submit the required application and documentation for same and disperse funds as they become available.

Section 2.

Within a reasonable time after receipt of the award, the CITY shall pay to the COUNTY the COUNTY'S allocated amount of \$22,727.00.

Section 3.

COUNTY agrees to use its share, \$22,727.00, towards the purchase of forty (40) NM Criminal and Traffic Law Manuals, six (6) Taser ECW devices, thirty (30) police flashlights, two (2) police hand-held radios, ten (10) Glock handguns, and one hundred and two (102) Condor Phantom soft shell jackets.

Section 4.

CITY agrees to use its share, \$46,667, towards the purchase of an automatic vehicle locator system for its police patrol fleet and fourteen (14) Taser ECW devices and accessory cartridges.

Section 5

The COUNTY agrees to submit to the CITY the necessary financial reporting documentation concerning the expenditure of its JAG funds so that the CITY can be in compliance with grant reporting requirements.

Section 6

Each party in this agreement will be responsible for its own actions concerning the procurement of equipment or property and disbursement of its share of funds and shall not be liable for any civil liability that may arise by the actions of the other party.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations express or implied which are not set out in this agreement.

Section 8.

This Agreement shall be effective on the date last signed by a party hereto and shall terminate one (1) year from said date unless the parties otherwise agree in writing.

**BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY, NEW MEXICO**

By: _____

Jack Fortner, Chairman

Date: _____

ATTEST:

Debbie Holmes, County Clerk

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

By: _____

Date: _____

CITY OF FARMINGTON, NEW MEXICO

By: _____
Tommy Roberts, Mayor
Date: _____

ATTEST:

Diane Smylie, City Clerk

APPROVED AS TO FORM
CITY OF FARMINGTON ATTORNEY

By: _____
Date: _____