AGR24-59



#### INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Los Alamos Juvenile Justice Advisory Board**, a New Mexico non-profit corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes July 1, 2024 ("Effective Date").

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-59 (RFP) on February 15, 2024, requesting proposals for Juvenile Programs and Restorative Justice, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated March 13, 2024 (Contractor's Response); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 25, 2024; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:** Contractor shall provide ongoing coordination, development, administration, and evaluation of juvenile services and programs, including education, assessment, prevention, and early intervention services offered to any youth, ages five (5) to eighteen (18), that lives in Los Alamos County or attends school in the County ("Youth") and their families ("Services").

- 1. Contractor shall create, maintain, and continue to develop comprehensive programs and services for Youth and their families in Los Alamos County. Programs shall include, but not be limited to the following:
  - a. Intensive case management services;
  - b. Groups for Youth that focus on, but are not limited to, educational or developmental growth; enabling Youth to meet with their peers; socializing and becoming part of the community in which they live; facilitating and supporting Youth to move from adolescence to adulthood; nurturing personal growth, and offering activities that challenge and stimulate Youth in positive ways;
  - c. Informational classes for parents which may include but is not limited to alcohol and /or substance abuse prevention, parent and juvenile education and support, multi-gender

engagement in the community, social media use, promoting healthy relationships involving teens;

- d. Youth leadership opportunities; and
- e. Prevention programs, and intervention groups focused on developmental paths for Youth, families, and communities with opportunities to intervene and prevent the onset and continuation of antisocial behaviors and involvement with the criminal justice system.
- 2. Contractor shall develop, coordinate, and provide, at a minimum, the following programs and services that are specific to Youth and their families:
  - a. **Resource Specialist Program (RS):** A program that provides intensive case management and community resource services for Youth referred by the schools, parents, medical practitioners, Los Alamos Police Department (LAPD), court staff, including the Juvenile Probation and Parole Officer (JPPO), and/or community members. This program shall establish a best practices model of development of individualized service plans for Youth which tracks and coordinates services, and follow-up. Contractor shall make referrals and connections to services for Youth for mental health challenges, basic/life needs, academic needs, social skills, special needs, and other identified needs. The goal of this program shall be to help Youth and families find the support they need and overcome any barriers to seeking or receiving services within the community.
  - b. One Circle (Girls Circle and Boys Council): An evidence-based eight (8)-week program including structured support groups for youth ages 10-18. This program shall provide a safe and supportive environment guided by an adult mentor where youth can openly discuss the challenges they face. Session topics shall focus on improving decision-making skills, self-esteem and resilience, substance use, violence, bullying, definitions of success, and family and relationship dynamics.
  - c. **Restorative Justice:** A program with an approach to justice which focuses on youth offenders to take responsibility for their actions, to understand the harm they have caused, to accept an opportunity to make amends, and to refrain from causing further harm. Victims of crimes shall be able to take an active role in the judicial process through this program. This program shall involve a structured restorative meeting between the victim and the youth offender and may include representatives from the community. This program shall works with cases referred from Teen Court and Los Alamos Public Schools ("LAPS").
  - d. **Community Conversations:** A collaboration of Contractor, County, LAPS Prevention Program, and Los Alamos Municipal Court to build community through connections and conversation while discussing important issues facing Youth in Los Alamos County. This program shall provide relevant and factual information on Youth issues to the community to identify gaps facing the community and advocate for positive change in addressing community challenges.
  - e. **Helpers**: A program offered at Aspen Elementary for 5<sup>th</sup> and 6<sup>th</sup> graders which shall encourage leadership and the completion of service projects that are meaningful to the youth participants.
  - f. Student Prevention Program: A program whereby Los Alamos Highschool ("LAHS") students participate in training with the University of New Mexico ("UNM") Prevention Research Center and the LAPS Prevention Program to learn how to analyze the data in the Department of Health Youth Risk and Resiliency Survey ("DOH-YRRS") and to brainstorm root causes/concerns and possible solutions to the presenting issues. This program shall require students to present findings to various community groups and work with peers to understand and resolve those issues.

- g. **Saturday School:** A program that provides Youth with the opportunity to attend Saturday School to receive additional tutoring, make up academic assignments, and make up missed days during the school year. Contractor's staff supervise the program which offers students the opportunity to work independently, with tutors, in small groups, or to utilize computers for their academic assignments. The goal of this program is for students to improve grades, attendance, make up work, and to graduate on time.
- h. Trans Loving Family Together Group: A support group led by facilitators with lived experience who either identify themselves as lesbian, gay, bisexual, transgender, queer/questioning, and other terms ("LGBTQ+") or have experience supporting LGBTQ+ family members. The goal of the group is to provide resources and emotional support for those who are supporting a family member that identifies within the LGBTQ+ population.
- i. **Arts and Resiliency:** A therapeutic art program facilitated to encourage both personal and group reflection of Youth regarding the issues of diversity, differences, inclusion, and acceptance.
- j. **Youth Mobilizers:** A youth leadership program where Youth, with the assistance of an adult mentor, participate in Teen Council meetings; plan, administer, and work at Youth events; and address Youth issues in a positive and proactive manner. This program shall plan and implement programs such as themed tea parties, laser tag, cooking classes, game nights and many more teen-led activities.
- k. Certified Peer Support Specialist ("CPSS"): The CPSS shall work directly with middle or high school youth experiencing drug or alcohol use, and those navigating the state child welfare or criminal justice systems to be scheduled to work twenty (20) hours per week during the Term of this Agreement.
- I. **The Seven Challenges:** An evidence-based program that addresses adolescent substance use by motivating Youth to reflect on and take power over their own lives. This program shall meet the identified need for structured support for Youth actively struggling with substance use. The goal of the program shall be to provide an opportunity for Youth to talk openly and honestly about their substance use, explore the impact that it has on them and others in their lives, and engage in informed decision-making by completing the following Seven Challenges:
  - i. Agreeing to talk openly and honestly about themselves and their substance use;
  - ii. Examining what they like about using substances and why they are using them;
  - iii. Looking at whether their substance use has caused harm or has the potential to cause harm;
  - iv. Examining the responsibilities of the Youth and others for the Youth's problems;
  - v. Discussing where the Youth wants to go in life and the direction they are headed;
  - vi. Making thoughtful decisions about substance use; and
  - vii. Following through on the decisions they have made during this program.

Strategies offered shall include life skills, coping strategies, and harm reduction, in addition to abstinence support if the Youth is ready to stop using substances. Sessions shall be offered individually or in groups where journalling shall be a large part of the experience. Groups would occur up to four (4) times annually and individual sessions on an as-needed basis.

m. **Parent Effectiveness Training ("PET"):** Contractor, through this program, shall collaborate with the County's Family Resources, Support and Parent Education Program with Promotion/Prevention contractor to provide evidence-based PET curriculum to

parents and caregivers of Youth in the community to provide skills that lead to more effective communication with their children, including the use of IMessages, environmental adjustments, and advanced problem-solving skills. This program shall be held in Los Alamos County and be led by local therapists trained in PET and available to parents with children birth through age 18.

- n. **Source of Strength ("SOS"):** Contractor, through this program, shall collaborate with LAPS Prevention Program to provide a strength-based program that empowers Youth to lead school-wide campaigns that promote positive mental health with a mission of preventing adverse outcomes by increasing wellbeing, help-seeking, resiliency, health coping and belonging.
- o. **Special Projects:** Programs designed to provide school supplies in all LAPS schools and winter clothing to Youth in the Los Alamos County community.
- 3. Contractor shall develop performance measures and evaluation procedures for all of its Services to ensure maximum effectiveness.
- 4. Contractor shall actively develop and solicit additional funding sources for all Services rendered. Contractor shall notify the County Contract Manager prior to Contractor applying for any grants and Contractor must provide a copy of the grant application to the County Contract Manager. Grant applications that involve the County in any way must be approved by County prior to application submission.
- 5. **Deliverables.** For each County fiscal year, Contractor shall:
  - a. Provide quarterly progress reports to Los Alamos County Social Services Division to include financial and programmatic information at the end of each three (3)-month period beginning July 1, 2024, in a format to be provided annually by County. These reports shall pertain to all Services provided, included all programs and events, , and be provided to County within thirty (30) days after the end of each reporting period; and
  - b. Furnish County with a copy of an annual financial review performed by an independent party with acknowledged financial experience, no later than September 30 of each year. The review shall include, at a minimum, all financial records relating to the Agreement Term. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review; and
  - c. Quarterly, and upon any change, furnish County with an operational schedule detailing programs to be offered and types of groups to be held, within ten (10) days of effective date or change.

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2024, and shall continue through June 30, 2027, unless sooner terminated, as provided herein.

## SECTION C. COMPENSATION:

- Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$2,131,620.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- **2. Monthly Invoices**. Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount

payable in accordance with Exhibit A. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires

Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance: ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation: In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- **3.** Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M**. **CHOICE OF LAW**: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION**: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL**: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or,

relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

## SECTION U. TERMINATION:

- Generally. The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Social Services Division Manager Incorporated County of Los Alamos 1183 Diamond Drive, Suite E Los Alamos, New Mexico 87544 Contractor:

Rachel Mohr-Richards, Executive Director Los Alamos Juvenile Justice Advisory Board 1907 Central Avenue, Suite 206 Los Alamos, New Mexico 87544

With a copy to:

County Attorney's Office 1000 Central Avenue, Suite 340 Los Alamos, New Mexico 87544

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES**: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS**: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. CONFIDENTIAL INFORMATION**: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**SECTION AD. NEGOTIATED TERMS**: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

## INCORPORATED COUNTY OF LOS ALAMOS

**B**Y: \_

NAOMI D. MAESTAS COUNTY CLERK ANNE W. LAURENT COUNTY MANAGER

DATE

Approved as to form:

J. ALVIN LEAPHART COUNTY ATTORNEY

LOS ALAMOS JUVENILE JUSTICE ADVISORY BOARD, A NEW MEXICO NON-PROFIT CORPORATION

BY:

PHILLIP ORTEGA VICE-CHAIR OF THE BOARD DATE

#### Exhibit A Compensation Rate Schedule AGR24-59

A. Invoices. Contractor shall submit monthly invoices itemizing the Services provided by Contractor in the preceding month, identified by program expenses using the categories listed below, including but not limited to operating expenses. The total amount of compensation for each fiscal year ("FY") below shall not exceed the amount listed in each column. (Amounts from FY shall not carry over for the FY.)

ect Service Programs	FY2025	FY2026	FY2027
Community Conversations (Adult)	9,000.00	9,450.00	9,900.00
Seven Challenges Programs			
Salaries	29,600.00	31,100.00	32,650.00
Program Costs	6,500.00	8,270.00	8,700.00
Benefits	6,300.00	6,600.00	6,950.0
Training	15,600.00		
Certified Peer Support Specialist			
Salaries	54,800.00	57,550.00	60,450.00
Program Costs	3,800.00	4,000.00	4,200.00
Benefits	14,700.00	15,450.00	16,200.0
Training	1,000.00	1,050.00	1,100.0
One Circle Programs (5-12)			
Coordinator	17,000.00	17,850.00	18,750.0
Boys Council	2,000.00	2,100.00	2,200.0
Girls Circle	2,000.00	2,100.00	2,200.0
Program Development - Unmet Needs	2,000.00	2,100.00	2,200.0
Resource Specialists (Pre-K - 12)			
RS Salaries	197,000.00	206,850.00	217,200.0
RS - Program Costs	20,000.00	21,000.00	22,050.0
RS Benefits	72,000.00	75,600.00	79,400.0
RS Training	5,000.00	5,250.00	5,500.0
Restorative Justice (7-12)	5,500.00	5,800.00	6,100.0
Youth Committee (BOD Liaisons)	1,200.00	1,250.00	1,300.0
Direct Service Programs Subtotal	465,000.00	473,370.00	497,050.0
tner Programs	FY2025	FY2026	FY2027

Partner Programs	FY2025	FY2026	FY2027
FSN Parenting Programs	9,000.00	9,450.00	9,900.00
FSN Trans Loving Family Group	2,000.00	2,100.00	2,200.00
Natural Helpers LAPS (K-6, 9-12)	1,000.00	1,050.00	1,100.00
Saturday School-LAMS/LAHS	8,000.00	8,400.00	8,800.00
Social Emotional (SE) Learning (Adults)	500.00	550.00	600.00
Sources of Strength LAPS (9-12)	3,000.00	3,150.00	3,300.00
Student Prevention Team (formerly RAPS)	500.00	550.00	600.00
TC Resiliency Arts Prog (9-12)	12,000.00	12,600.00	13,250.00
TC Youth Mobilizers (9-12)	30,000.00	31,500.00	33,100.00
Indirect Programs Subtotal	66,000.00	69,350.00	72,850.00

General Administrative	FY2025	FY2026	FY2027
Accounting	25,000.00	26,250.00	27,550.00
Comisso Armonia			

GRAND TOTAL	690 500 00	702 920 00	738 200 00
Admin Subtotal	159,500.00	160,200.00	168,300.00
Travel, Training & Evaluation	2,500.00	2,650.00	2,800.00
Staff Payroll	55,000.00	57,750.00	60,650.00
Office Space and Utilities	50,000.00	52,500.00	55,150.00
Office & Equipment	14,500.00	7,900.00	8,300.00
Insurance Expense	10,000.00	10,500.00	11,050.00
Board Support	500.00	550.00	600.00
Advertising	2,000.00	2,100.00	2,200.00

#### B. Direct Service Programs

- July 1. 2024 through June 30. 2025: Twelve (12) monthly payments for Direct Service Program costs will be paid in amounts not to exceed THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$38,750.00) each, for a not to exceed total of FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$465,000.00).
- July 1. 2025 through June 30. 2026: Twelve (12) monthly payments for Direct Service Program costs will be paid in amounts not to exceed THIRTY-NINE THOUSAND FOUR HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$39,447.50) each, for a not to exceed total of FOUR HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,370.00).
- July 1. 2026 through June 30. 2027: Eleven (11) monthly payments Direct Service Program costs will be paid in amounts not to exceed of FORTY-ONE THOUSAND FOUR HUNDRED TWENTY AND 83/100 DOLLARS (\$41,420.83) and one (1) monthly payment not to exceed FORTY-ONE THOUSAND FOUR HUNDRED TWENTY AND 87/100 DOLLARS (\$41,420.87), for a not to exceed total of FOUR HUNDRED NINETY-SEVEN THOUSAND FIFTY AND NO/100 DOLLARS (\$497,050.00).

## C. Partner Programs

- July 1. 2024 through June 30. 2025: Twelve (12) monthly payments for Partner Program costs will be paid in amounts not to exceed FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00) each, for a not to exceed total of SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$66,000.00).
- July 1. 2025 through June 30. 2026: Eleven (11) monthly payments for Partner Program costs will be paid in amounts not to exceed of FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 16/100 DOLLARS (\$5,779.16) and one (1) monthly payment not to exceed FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 24/100 DOLLARS (\$5,779.24), for a not to exceed total of SIXTY-NINE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$69,350.00).
- 3. <u>July 1. 2026 through June 30. 2027</u>: Eleven (11) monthly payments for Partner Program costs will be paid in amounts not to exceed of SIX THOUSAND SEVENTY

AND 83/100 DOLLARS (\$6,070.83), each and one (1) monthly payment of not to exceed SIX THOUSAND SEVENTY AND 87/100 DOLLARS (\$6,070.87), for a not-to-exceed total of SEVENTY-TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$72,850.00).

# D. General Administrative Costs:

- July 1. 2024. through June 30. 2025: Eleven (11) monthly payments for General Administrative costs will be paid in amounts not to exceed of THIRTEEN THOUSAND TWO HUNDRED NINTY-ONE AND 66/100 DOLLARS (\$13,291.66) and one (1) monthly payment not to exceed THIRTEEN THOUSAND TWO HUNDRED NINTY-ONE AND 74/100 DOLLARS (\$13,291.74), for a total of ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$159,500.00).
- July 1. 2025 through June 30. 2026: Twelve (12) monthly payments for General Administrative costs will be paid in amounts not to exceed THIRTEEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$13,350.00) each, for a not to exceed total of ONE HUNDRED SIXTY THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$160,200.00).
- July 1. 2026 through June 30, 2027: Twelve (12) monthly payments for general administrative costs will be paid in amounts not to exceed FOURTEEN THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$14,025.00) each, for a total of ONE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$168,300.00).

#### Exhibit B Confidential Information Disclosure Statement AGR24-59

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. <u>Statement Coordinator</u> – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor:	Rachel Mohr-Richards, Executive Director Los Alamos Juvenile Justice Advisory Board 1907 Central Avenue, Suite 206 Los Alamos, New Mexico 87544 Email: <u>rachelmr@losalamosjjab.com</u>
County:	Community Services Department Social Services Division 1183 Diamond Drive, Suite E Los Alamos, New Mexico 87544

#### 2. Definitions:

- a) **Confidential Information** any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** the party disclosing Confidential Information.
- c) Exception An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** the party receiving Confidential Information.
- 3. <u>Obligations</u> Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.