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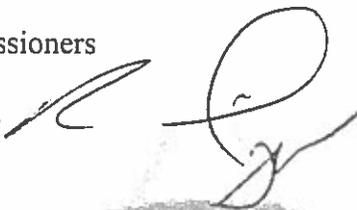
Ron E. Madrid  
Undersheriff  
986-2455

[rmadrid@santafecountynm.gov](mailto:rmadrid@santafecountynm.gov)

35 Camino Justicia – Santa Fe, New Mexico 87508

## MEMORANDUM

To: Board of County Commissioners

Fr: Undersheriff Ron Madrid 

Date: January 5, 2015

Re: Resolution 2015 - \_\_\_\_ A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget Three (3) Grants Awarded Through the New Mexico Department of Transportation For Highway Safety Projects in the Amount of \$55,520. (Finance / Teresa Martinez)

### Issue:

The Santa Fe County Sheriff's Office was been awarded funding from the New Mexico Department of Transportation (NMDOT) for overtime paid to deputies to participate in Highway Safety Projects in regards to State Highway safety program.

### Background:

Funding from the New Mexico Department of Transportation program will provide additional safety measures for the State of New Mexico. Each grant noted below, the scope of work is to conduct in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan.

- **End Driving While Impaired (ENDWI)** –conduct sobriety checkpoints and saturation patrols. (\$37,120)
- **Buckle Up (BLKUP) / Click It or Ticket (CIOT)** –participate in individual and/or joint police agency statewide highly publicized occupant protection activities including day and nighttime enforcement activity. (\$8,400)
- **Distracted Driving (DNTXT)** – conduct special roving patrols to enforce the anti-texting laws. (\$10,000)

### Recommendation:

The Sheriff's Office requests approval to increase the Law Enforcement Operation Fund (246) in the amount of \$55,520 to include overtime of deputies to participate in the above NMDOT grants.

# SANTA CLARE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Sheriff's Office

Fund Name: Law Enforcement Operation Fund (LEOF)

Budget Adjustment Type: Increase Budget

Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1231	372	0904	End Driving While Impaired (ENDWI) Buckle Up (BLKUP), Click It Or Ticket (CIOT) Distracted Driving (DNTXT)	\$37,120.00	
246	1229	371	0900		\$8,400.00	
246	1234	371	0900		\$10,000.00	
TOTAL (if SUBTOTAL, check here )					\$55,520.00	

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1231	424	1025	ENDWI: Salary & Wages / Overtime	\$36,581.76	
246	1231	424	2002	ENDWI: Employee Benefits/ FICA Medicare	\$538.24	
246	1229	424	1025	BLKUP/CIOT: Salary & Wages / Overtime	\$8,278.20	
246	1229	424	2002	BLKUP/CIOT: Employee Benefits/FICA Medicare	\$121.80	
246	1234	424	1025	DNTXT: Salary & Wages / Overtime	\$9,855.00	
246	1234	424	2002	DNTXT :Employee Benefits/FICA Medicare	\$145.00	
TOTAL (if SUBTOTAL, check here )					\$55,520.00	

Requesting Department Approval: \_\_\_\_\_ Title: Under Sheriff Date: 5-5-15

Finance Department Approval: Dylan C. Martin Date: 4/14/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:**

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office/LEOF Phone No.: (505) 986-2457

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.  
Request for budget increase to budget funds for overtime/personnel services awarded to the Sheriff's Office from the New Mexico Department of Transportation. Funding from this program will assist the Santa Fe County Sheriff's Office with the overtime needed to conduct law enforcement activities aimed at reducing traffic-related injuries and fatalities by conducting visible patrols in high crash locations, identified through use of local data.
  - End Driving While Impaired (ENDWDI): conduct Sobriety Check Points and Saturation Patrols aimed at reducing alcohol-related crashes, injuries, and deaths.
  - Buckle Up (BLKUP)/Click It Or Ticket (CIOT): participate in individual and/or joint and nighttime enforcement activity.
  - Distracted Driving (DNTXT): conduct special roving patrols to enforce the anti-texting laws.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10.25 (ENDWI)	Salary and Wages / Overtime	Existing/Permanent	Patrol/Deputy
10.25 (BLKUP/CIOT)	Salary and Wages / Overtime	Existing/Permanent	Patrol/Deputy
10.25 (DNTXT)	Salary and Wages / Overtime	Existing/Permanent	Patrol/Deputy

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

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

RESOLUTION 2015 - \_\_\_\_\_

DEPARTMENT CONTACT:

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office/L/EOF Phone No.: (505) 986-2457

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of award letter and proposed budget.

End Driving While Impaired (ENDWI)

Project #(s): 15-AL-64-091  
Award Amt: \$37,120.00

Award Period(s): October 1, 2014 to September 30, 2015

Buckle Up (BLKUP) / Click It Or Ticket (CIOT)

Project #(s): 15-OP-RF-091  
Award Amt: \$8,400.00

Award Period(s): October 1, 2014 to September 30, 2015

Distracted Driving (DNTXT)

Project #(s): 15-DD-02-091  
Award Amt: \$10,000.00

Award Period(s): October 1, 2014 to September 30, 2015

- c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
.If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request. N/A

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27th Day of January, 2015.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Robert Anaya, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and Santa Fe County (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

- (1) End Driving While Impaired ("ENDWI"), Project No. 15-AL-64-091, \$37,120.00;
- (2) Buckle Up ("BLKUP")/Click It or Ticket ("CIOT"), Project No. 15-OP-RF-091, \$8,400.00;
- (3) 100 Days and Nights of Summer ("100 Days"), Project No. 15-DS-EE-091, \$6,000.00;
- (4) Distracted Driving ("DNTXT"), Project No. 15-DD-02-091, \$10,000.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: ENDWI, exhibit B; BLKUP/CIOT, exhibit C; ~~STEP, exhibit D~~; 100 Days, exhibit E; and DNTXT, exhibit F.

3. **Payment.** To be paid for eligible expenses, the Grantee must submit properly prepared claims. Claims must (1) be filed on the correct form (which must be completed fully and accurately), (2) include the required supporting documents, (3) certify that invoices accurately reflect work completed, amount due, remaining balance and project number, (4) be signed by the Grantee's designated representative, and (5) be submitted monthly regardless of whether payment is claimed that month. To be paid for its final claim, the Grantee must submit the claim no later than thirty days after termination of this agreement. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for five years after termination. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred

related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. **Termination.** The Department may terminate this agreement if, in its judgment, the Grantee has failed to support the goals of the Department, becomes unable to perform the services required, or violates any provision of the agreement. If it terminates the agreement, the Department will give the Grantee thirty days written notice. On receipt of notice, the Grantee shall suspend work unless the notice directs otherwise. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- (1) this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- (2) if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- (3) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- (1) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- (2) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.);

- (3) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1878, §§ 52-1-1 through -70, and related regulations; and
- (4) those sections in exhibit A labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to NMDOT at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504

to the Grantee at:  
Santa Fe County  
Attn: CORPORAL NATHAN SEQUERA  
35 CAMINO JUSTICIA  
SANTA FE, NM 87508

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2, and that the Department is not responsible for any services except as expressly stated in this agreement.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2015, except for CIOT, which terminates on May 31, 2015, unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

19. **Disadvantaged Business Enterprise.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each party is signing this agreement on the date stated opposite that party's signature.

Date: 12/22, 2014

DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Cabinet Secretary or Designee

Date: 12-9, 2014

SANTA FE COUNTY

By: [Signature]  
Title: County Manager

Approved as to form and legal sufficiency.

Date: 12/21, 2014

By: [Signature]  
Assistant General Counsel  
Department of Transportation

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 12/25/14  
[Signature] 12/25/14

EXHIBIT A –CERTIFICATIONS AND ASSURANCES

APPENDIX A TO PART 1200 –  
CERTIFICATION AND ASSURANCES  
FOR HIGHWAY SAFETY GRANTS (23 U.S.C. CHAPTER 4)

State: New Mexico

Fiscal Year: 2015

Each fiscal year the State must sign these Certifications and Assurances that it complies with all requirements including applicable Federal statutes and regulations that are in effect during the grant period. (Requirements that also apply to subrecipients are noted under the applicable caption.)

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following certifications and assurances:

**GENERAL REQUIREMENTS**

To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for Section 402 and Section 405 grants is accurate and complete. (Incomplete or incorrect information may result in the disapproval of the Highway Safety Plan.)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200 – Uniform Procedures for State Highway Safety Grant Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### **NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

## THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace.
  - The grantee's policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation, and employee assistance programs.
  - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - Abide by the terms of the statement.
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  - Taking appropriate personnel action against such an employee, up to and including termination.
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

## BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification

for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

### Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- (c) Are not presently 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 paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48

CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's

goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **ENVIRONMENTAL IMPACT**

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

### **SECTION 402 REQUIREMENTS**

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent (or 95 percent, as applicable) of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

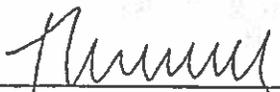
(23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

  
\_\_\_\_\_  
Signature Governor's Representative for Highway Safety

6/25/14  
\_\_\_\_\_  
Date

**Tom Church, Cabinet Secretary**

\_\_\_\_\_  
Printed name of Governor's Representative for Highway Safety

EXHIBIT B: SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 15-AL-64-091

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints and saturation patrols in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. Sobriety checkpoints and saturation patrols shall be accompanied by public information, media and educational activities. Sobriety checkpoints must be staffed by at least 9 officers and must last at least 5 hours. Saturation patrols must include at least 2 officers working at the same time in the same area. The Department recommends that saturation patrols last at least 4 hours. The Grantee may utilize officers from another law enforcement agency; however, the Department will only pay for enforcement activities conducted by the Grantee's own personnel. Optimally, the Grantee will conduct 2 sobriety checkpoints and 8 saturation patrols during the Superblitz Period, 3 Mini Superblitz Periods, and the Driving Under the Influence Crackdown Period and 6 sobriety checkpoints and 63 saturation patrols during the Expanded Enforcement Period.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 14, 2014 to January 4, 2015.

"St. Patrick's Day Mini Superblitz Period" means March 12 to March 17, 2015.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 6, 2015.

"Fourth of July Mini Superblitz Period" means July 1 to July 6, 2015.

"Driving Under the Influence Crackdown Period" means August 21 to September 7, 2015.

"Expanded Enforcement Period" means anytime other than the Superblitz, Mini Superblitz, and Driving Under the Influence Crackdown periods.

"Program Manager" means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

"Standard Field Sobriety Testing" means a test administered by law enforcement to identify impaired drivers.

"Operational Plan" means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Law Enforcement Coordinators Symposium and other Department training. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct checkpoint and saturation patrol activities. The Department recommends that Grantee keep documentation of training and provide the Department with a list of certified officers as requested.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of the checkpoints. Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims 10 days after the end of each month. The Department will pay the Grantee for the following:

- (1) overtime pay for officers conducting traffic safety enforcement;
- (2) attendance at court hearings directly related to arrests made while participating in the ENDWI program; and
- (3) administrative costs, including overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the project, up to 10 percent of the total monthly claim amount.

5. **Reporting.** The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of law enforcement activity conducted, location of activity, dates worked, start time, end time, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, public information and education activities, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, § 66-7-207.

6. **Equipment.** The Grantee may not purchase equipment under this agreement unless the purchase is provided for in the commodities line item of section 7 of this attachment. The Grantee shall track, retain, and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

7. **Funding.** The Department expects the funding source to be 23 U.S.C. § 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from

the Department. The project's itemized budget is as follows:

Personal Services	\$37,120.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$37,120.00

8. **Goals.** The Department's performance goals for the state are to:

- (1) Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2014 (FARS data).
- (2) Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2014 (FARS data).
- (3) Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2014 (NM Seatbelt Survey).
- (4) Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2014 (FARS data).

EXHIBIT C: SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

BUCKLE UP (BLKUP) and CLICK IT OR TICKET (CIOT) Project Number: 15-OP-RF-091

1. **Scope of Work.** The Grantee shall participate in individual and/or joint police agency statewide highly publicized occupant protection activities including day and nighttime enforcement activities conducted in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Grantee shall also participate in education programs, teen seatbelt enforcement, local media efforts, and other special awareness activities. Optimally, the Grantee will conduct 26 hours of enforcement activities during the Superblitz Period and Mini Superblitz Periods, and 127 hours of enforcement activities during the National Occupant Protection Mobilization Click It or Ticket Period, and 57 hours of enforcement activities during the Expanded Enforcement Period. Law enforcement agencies are encouraged to schedule enforcement in conjunction with special events or times when they will obtain the greatest effect from increased manpower.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 14, 2014 to January 4, 2015.

"St. Patrick's Day Mini Superblitz Period" means March 12 to March 17, 2015.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 6, 2015.

"Fourth of July Mini Superblitz Period" means July 1 to July 6, 2015.

"Driving Under the Influence Crackdown Period" means August 21 to September 7, 2015.

"National Occupant Protection Mobilization Click It or Ticket period" means May 18 to May 31, 2015.

"Expanded Enforcement Period" means anytime other than the Superblitz, Mini Superblitz, and Driving Under the Influence Crackdown periods.

"Program Manager" means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

"Operational Plan" means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Law

Enforcement Coordinators Symposium and other Department training. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct BLKUP and CIOT activities. The Department recommends that Grantee keep documentation of training and provide the Department with a list of certified officers as requested.

4. **Reimbursement.** Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims 10 days after the end of each month. The Department will pay the Grantee for the following:

- (1) overtime pay for officers conducting traffic safety enforcement;
- (2) attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training;
- (3) assistance at child safety seat clinics or car seat fitting stations; and

5. **Reporting.** The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of law enforcement activity conducted, dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, public information and education activities, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, § 66-7-207.

6. **Equipment.** The Grantee may not purchase equipment under this agreement unless the purchase is provided for in the commodities line item of section 7 of this attachment. The Grantee shall track, retain, and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

7. **Funding.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$8,400.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$8,400.00

8. **Goals.** The Department's performance goals for the state are to:

- (1) Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2014 (FARS data).
- (2) Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2014 (FARS data).
- (3) Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2014 (NM Seatbelt Survey).
- (4) Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2014 (FARS data).

EXHIBIT E: SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

100 DAYS AND NIGHTS OF SUMMER (100 D/N) Project Number: 15-DS-EE-091

1. **Scope of Work.** The Grantee shall conduct High Visibility Patrols in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. Activities shall be conducted during the 100 Days and Nights of Summer Campaign.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Program Manager" means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

"High Visibility Patrols" means activities that enforce traffic laws such as speeding, passing in school zones, violations in construction zones, failing to stop for pedestrians, and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.

"100 Days and Nights of Summer Campaign" means June 19, 2015 to September 30, 2015.

"Operational Plan" means a plan based on current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Law Enforcement Coordinators Symposium and other Department training. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct 100 Days and Nights of Summer activities. The Department recommends that Grantee keep documentation of training and provide the Department with a list of certified officers as requested.

4. **Reimbursement.** Claims for payment must specify officers' actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims 10 days after the end of each month. The Department will pay the Grantee for the following:

(1) overtime pay for officers conducting traffic safety enforcement;

5. **Reporting.** The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of

law enforcement activity conducted, dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, § 66-7-207.

6. **Equipment.** The Grantee may not purchase equipment under this agreement unless the purchase is provided for in the commodities line item of section 7 of this attachment. The Grantee shall track, retain, and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

7. **Funding.** The Department expects the funding source to be Education and Enforcement State Funds. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$6,000.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$6,000.00</b>

8. **Goals.** The Department's performance goals for the state are to:

- (1) Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2014 (FARS data).
- (2) Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2014 (FARS data).
- (3) Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2014 (NM Seatbelt Survey).
- (4) Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2014 (FARS data).

## EXHIBIT F: SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

**DISTRACTED DRIVING (DNTXT) Project Number: 15-DD-02-091**

1. **Scope of Work.** The Grantee shall conduct special roving patrols to enforce the anti-texting laws in high crash locations identified in data compiled by local, state or federal government agencies.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**“Program Manager”** means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.

**“Agency Coordinator”** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

3. **Training and qualifications.** The Agency Coordinator must attend the Law Enforcement Coordinators Symposium and other Department training. The Grantee shall notify the Department of any changes in the Agency Coordinator.

4. **Reimbursement.** Claims for payment must specify officers’ actual hourly rate of overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate. The Grantee should submit claims 10 days after the end of each month. The Department will pay the Grantee for the following:

(1) overtime pay for officers conducting traffic safety enforcement;

5. **Reporting.** The Grantee must submit activity reports on the same schedule as claims for payment (as provided in section 3 of the agreement), using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of law enforcement activity conducted, dates worked, total hours worked, names of officers, overtime rate, number of officers participating, total amount paid, and type of citation issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. The Grantee is responsible for timely crash reports to be submitted to the Department according to NMSA 1978, § 66-7-207.

6. **Equipment.** The Grantee may not purchase equipment under this agreement unless the purchase is provided for in the commodities line item of section 7 of this attachment. The Grantee shall track, retain, and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

7. **Funding.** The Department expects the funding source to be 23 U.S.C. § 402 and the CFDA number to be 20.600. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$10,000.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$10,000.00</b>

8. **Goals.** The Department's performance goals for the state are to:

- (1) Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2014 (FARS data).
- (2) Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2014 (FARS data).
- (3) Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2014 (NM Seatbelt Survey).
- (4) Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2014 (FARS data).



# REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

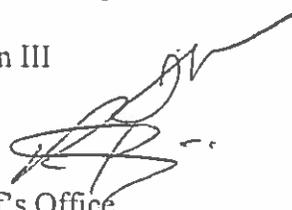
P. O. Box 23118  
Santa Fe, NM 87502  
(505) 471-1715 or (800) 662-6660

**DATE:** December 30, 2014

**TO:** The Board of County Commissioners  
Santa Fe County, Santa Fe New Mexico

**Cc:** Katherine Miller, County Manager

**FROM:** Ralph W. Lopez, Region III  
Program Manager

**VIA:** Robert Garcia, Sheriff   
Santa Fe County Sheriff's Office

**RE:** Resolution 2015 – A Resolution Requesting a Budget Increase to the  
Federal Forfeiture Fund (225) to Budget New Forfeiture Funds  
Received Through the Equitable Sharing Program / \$6,251.94.  
(Finance/Teresa Martinez)

## BACKGROUND:

Region III Task Force is requesting approval of a Resolution through the Board of County Commissioners for a budget increase to the Federal Forfeitures Fund (225).

## ISSUE:

Region III has been awarded \$6,251.94 through the Federal Equitable Sharing Program. These funds will be used for required maintenance repairs.

## RECOMMENDATION:

Region III is requesting approval of a budget increase to the Federal Forfeitures Fund (225) in the amount of \$6,251.94. Your consideration will be greatly appreciated.

RWL



## BOARD OF DIRECTORS

Major Ryan Suggs  
Chairman  
New Mexico State Police  
Division

Captain Jerome Sanchez  
Vice-Chairman  
City of Santa Fe Police  
Department

Sheriff Robert Garcia  
Secretary-Treasurer  
Santa Fe County  
Sheriff's Office

RESOLUTION 2015 - \_\_\_\_\_

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

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

Department / Division: Sheriff's Department / Region III Fund Name: Equitable Sharing Account Federal Forfeitures (225)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
225	1205	350	0300	Fines & Forfeitures	6,251.94	
TOTAL (if SUBTOTAL, check here )					6,251.94	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
225	1205	425	40-01	Maintenance Building/Structures	6,251.94	
TOTAL (if SUBTOTAL, check here )					6,251.94	

Requesting Department Approval: [Signature] Title: Sheriff Date: 1-5-15

Finance Department Approval: [Signature] Date: 1/14/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Ralph Lopez, Program Manager Dep/Div: Sheriff / Region III Phone No.: 505-473-7021

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

This Resolution is requesting to increase the Program Income Cost Center 225-1205 from the disbursement of Federal Funds which were awarded through the Equitable Sharing Program. These funds will be used for required maintenance repairs at the Region III Office.

a) Employee Actions: **NONE**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail: **NONE**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense XX or for NON-RECURRING (one-time only) expense \_\_\_\_\_

RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY:

DEPARTMENT CONTACT:

Name: Ralph Lopez, Program Manager Dept/Div: Sheriff's Office / Region III Phone No.: 505-473-7021

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. Cost-Center 225-1205 is supported through the Federal Equitable Sharing Program, Region III has been participating in since 2001.
  - c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.  
There are no other funding sources to match this request.

**SANTA FE COUNTY**

**RESOLUTION 2015 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

**Approved, Adopted, and Passed This 27th Day of January, 2015.**

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Robert Anaya, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

Payment Disbursement Notification: MEP - M-15-D51-P-000301

UFMS@usdoj.gov

Mon 12/8/2014 8:03 AM

# 6

To: Ralph W. Lopez <rwlopez@santafecountynm.gov>;

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 14-DEA-590966; EQS-14-DEA-590966.

Payment is in the amount of \$70.30 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-12-10.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald {Disabled}, 505-462-2307, N/A; Charles G Dunne {Deactivated}, 718-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, CATHY.PASCIUTO@USDOJ.GOV;

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at Marshals.FSDHelpDesk@usdoj.gov.

## Payment Disbursement Notification: MEP - M-15-D51-P-000218

UFMS@usdoj.gov

Tue 11/25/2014 7:03 AM

To: Ralph W. Lopez <rwlopez@santafecountynm.gov>;

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 13-FBI-002187; EQS-13-FBI-002187.

Payment is in the amount of \$2641.80 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-11-28.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald, 505-462-2307, hortencia.semeniuk@usdoj.gov; Charles G Dunne {Deactivated}, 718-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, CATHY.PASCIUTO@USDOJ.GOV;

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at Marshals.FSDHelpDesk@usdoj.gov.

## Payment Disbursement Notification: MEP - M-15-D51-P-000228

UFMS@usdoj.gov

Mon 12/1/2014 7:07 AM

To: Ralph W. Lopez <[rwlopez@santafecountynm.gov](mailto:rwlopez@santafecountynm.gov)>

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 14-DEA-590965; EQS-14-DEA-590965.

Payment is in the amount of \$544.06 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-12-03.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald {Disabled}, 505-462-2307, N/A; Charles G Dunne {Deactivated}, 718-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, [CATHY.PASCIUTO@USDOJ.GOV](mailto:CATHY.PASCIUTO@USDOJ.GOV);

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at [Marshals.FSDHelpDesk@usdoj.gov](mailto:Marshals.FSDHelpDesk@usdoj.gov).

## Payment Disbursement Notification: MEP - M-15-D51-P-000272

UFMS@usdoj.gov

Wed 12/3/2014 6:59 AM

To: Ralph W. Lopez <rwlopez@santafecountynm.gov>;

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 14-DEA-590968; EQS-14-DEA-590968.

Payment is in the amount of \$512.70 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-12-05.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald (Disabled), 505-462-2307, N/A; Charles G Dunne (Deactivated), 718-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, CATHY.PASCIUTO@USDOJ.GOV;

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at Marshals.FSDHelpDesk@usdoj.gov.

Payment Disbursement Notification: MEP - M-15-D51-P-000269

UFMS@usdoj.gov

Wed 12/3/2014 6:59 AM

To: Ralph W. Lopez <rwlopez@santafecountynm.gov>;

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 14-DEA-590967; EQS-14-DEA-590967.

Payment is in the amount of \$401.10 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-12-05.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald {Disabled}, 505-462-2307, N/A; Charles G Dunne {Deactivated}, 718-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, CATHY.PASCIUTO@USDOJ.GOV;

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at Marshals.FSDHelpDesk@usdoj.gov.

## Payment Disbursement Notification: MEP - M-15-D51-P-000281

UFMS@usdoj.gov

Thu 12/4/2014 7:07 AM

To: Ralph W. Lopez <[rwlopez@santafecountynm.gov](mailto:rwlopez@santafecountynm.gov)>

The U.S. Marshals Service, New Mexico has made an Equitable Sharing disbursement related to CATS ID#: 13-FBI-002157; EQS-13-FBI-002157.

Payment is in the amount of \$2081.98 to NM0261100 REGION III DRUG ENFORCE TF. The anticipated Deposit Date is 2014-12-08.

For questions, please contact: For questions, please contact: Elorm Blake [del], N/A, N/A; Hortencia M. Semeniuk-McDonald {Disabled}, 505-462-2307, N/A; Charles G Dunne {Deactivated}, 712-260-0401, N/A; Catherine I Pasciuto, 505-462-2316, [CATHY.PASCIUTO@USDOJ.GOV](mailto:CATHY.PASCIUTO@USDOJ.GOV);

Please do not reply to this address. If you have any questions regarding this process or have any questions or problems related to UFMS in general, you may contact the Marshals Service UFMS Help Desk via e-mail at [MarshalsFSDHelpDesk@usdoj.gov](mailto:MarshalsFSDHelpDesk@usdoj.gov).





Robert A. Garcia  
Sheriff  
986-2455

[ragarcia@santafecountynm.gov](mailto:ragarcia@santafecountynm.gov)

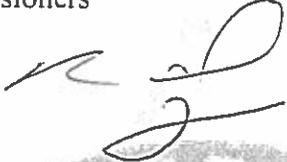
Ron E. Madrid  
Undersheriff  
986-2455

[rmadrid@santafecountynm.gov](mailto:rmadrid@santafecountynm.gov)

35 Camino Justicia – Santa Fe, New Mexico 87508

## MEMORANDUM

To: Board of County Commissioners

Fr: Undersheriff Ron Madrid 

Date: October 15, 2014

Re: Resolution 2015 - \_\_\_\_\_ A Resolution Requesting a Budget Increase to the Law Enforcement Protection Fund (211) to Budget One (1) Carryover Funding Amount Awarded Through The State of New Mexico in the Amount of \$2,828. (Finance / Teresa Martinez)

---

### Issue:

The Santa Fe County Sheriff's Office is requesting to carryover the remaining balance from Fiscal Year 2014 to use in Fiscal Year 2015.

### Background:

Law Enforcement Protection Fund is to provide the equitable distribution of funds to municipal police, university police, county sheriff and tribal police departments for use in maintaining and improving those departments in order to enhance the efficiency and effectiveness of law enforcement services.

### Action Requested:

The Sheriff's Office requests approval to increase the Law Enforcement Protection Fund (211) in the amount of \$2,828, carryover balance, awarded by the State of New Mexico.

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Sheriff's Office Fund Name: Law Enforcement Protection Fund (LEPF)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
211	0000	385	0200	Revenue: Budgeted Cash	\$2,828.00	
TOTAL (if SUBTOTAL, check here )					\$2,828.00	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
211	1210	425	6007	Operational Supplies Seminars and Workshops	\$1,414.00	
211	1210	425	7033		\$1,414.00	
TOTAL (if SUBTOTAL, check here X )					\$2,828.00	

Requesting Department Approval:  Title: County Sheriff Date: 12/29/14

Finance Department Approval: Mark Marky Date: 1/14/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**DEPARTMENT CONTACT:**

Name: Major Ken Johnson Dept/Div: Sheriff's Office/L/EOF Phone No.: (505) 986-2457

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.  
The Sheriff's Office would like to carryover the Fiscal Year 2014 remaining balance of \$2,828.00 to the current fiscal year. This money wasn't used from the previous year from the majority of the items were encumbered travel and they were canceled. The Department of Finance & Administration/Local Government Division has approved the carryover balance amount of \$2,828.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

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

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

**DEPARTMENT CONTACT:**

Name: Major Ken Johnson Dept/Div: Sheriff's Office/LEOP Phone No.: (505) 986-2457

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
IF YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
IF YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of award letter and proposed budget.

**Law Enforcement Protection Fund**

- \$2,828.00
- Funds for Municipalities, Counties and Universities Pursuant to Chapter 29, Article 13 NMSA 1978
- Carryover Balance for Fiscal Year 2015 (July 1, 2014 – June 30, 2015)

- c) Is this request a result of Commission action? YES \_\_\_\_\_ NO X  
IF YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request. N/A

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27th Day of January, 2015.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Robert Anaya, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

SUSANA MARTINEZ  
GOVERNOR



WAYNE SOWELL  
DIRECTOR

THOMAS E. CLIFFORD, PH.D.  
CABINET SECRETARY

JESSICA LUCERO  
ASSISTANT DIRECTOR

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

August 28, 2014

The Honorable Daniel W. Mayfield, Chair  
Board of County Commissioners  
Santa Fe County  
PO Box 276  
Santa Fe, NM 87501

Dear Chair Mayfield:

The final budget of your local government entity for Fiscal Year 2014-15, as approved by your governing body, has been examined and reviewed. We find it has been developed in accordance with applicable statutes and budgeting guidelines. Sufficient resources appear to be available to cover budgeted expenditures,

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 2014-15 budget. *The Budget Certification Rule, 2.2.3 NMAC*, requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time is for FY 2013. Our information indicates that you are in compliance with this requirement.

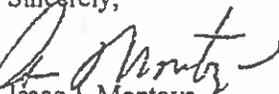
Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that approval by the Division is required by Section 6-6-2 (G) (H) NMSA 1978, of all transfers between funds and all budget increases.

If you have any questions, please call me at (505) 827-4333.

Sincerely,

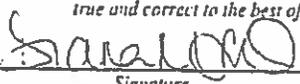
  
Isaac J. Montoya  
Budget and Finance Analyst

COUNTY: Santa Fe County - Final  
 COUNTY: Santa Fe County - Final  
 COUNTY: Santa Fe County - Final

FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
101	\$69,078,312	\$0	\$7,551,571	(31,700,000)	48,775,608	\$46,055,106	12,193,000	\$33,061,207
201	\$98,566	\$0	240,000	(240,000)	0	\$98,566		\$98,566
202	\$266,841	\$0	828,000	(628,000)	0	\$266,841		\$266,841
203	\$712,059	\$0	1,250,000	0	1,392,069	\$570,090		\$570,090
204	\$1,036,186	\$0	609,850	4,872,685	\$542,435	\$1,636,186	461,870	\$1,174,316
206	\$107,015	\$0	134,396	0	134,396	\$107,015		\$107,015
207	\$0	\$0	0	0	0	\$0		\$0
208	\$7,979	\$0	650	7,350	8,000	\$7,979		\$7,979
209	\$4,235,453	\$0	1,942,994	0	2,392,904	\$3,786,453		\$3,786,453
211	\$5,466	\$0	85,800	0	85,800	\$5,466		\$5,466
214	\$1,045,361	\$0	370,000	0	386,850	\$1,628,511		\$1,628,511
217	\$10,940	\$0	0	0	0	\$10,940		\$10,940
218	\$0	\$0	0	0	0	\$0		\$0
210	\$0	\$0	0	0	0	\$0		\$0
220	\$1,921,577	\$0	4,445,000	(1,851,022)	3,000,000	\$1,515,555		\$1,515,555
221	\$0	\$0	0	0	0	\$0		\$0
222	\$2,006,459	\$0	1,300,000	0	2,400,314	\$900,145		\$900,145
223	\$2,611	\$0	1,402,862	(15,000)	1,387,862	\$2,611		\$2,611
225	\$626,642	\$0	223,000	0	290,670	\$558,972		\$558,972
226	\$1,005,694	\$0	4,445,000	(4,445,000)	0	\$1,086,684		\$1,086,684
299	\$34,698,527	\$0	24,303,805	29,705,320	58,778,817	\$29,806,835		\$29,806,835
300	\$52,309,183	\$0	11,550,838	(3,272,363)	27,789,081	\$32,808,507		\$32,808,507
401	\$10,277,131	\$0	11,303,869	0	11,303,868	\$10,277,132		\$10,277,132
402	\$2,819,378	\$0	0	7,639,124	7,639,124	\$2,819,378		\$2,819,378
403	\$235,378	\$0	0	26,085	26,085	\$235,378		\$235,378
500	\$8,541,816	\$0	3,837,548	0	4,059,168	\$8,320,108		\$8,320,108
Water Fund	\$0	\$0	0	0	0	\$0		\$0
Solid Waste	\$0	\$0	409,333	0	0	(\$206,515)		(\$206,515)
Waste Water	\$0	\$0	0	0	0	\$0		\$0
Airport	\$0	\$0	0	0	0	\$0		\$0
Ambulance	\$0	\$0	0	0	0	\$0		\$0
Cemetery	\$0	\$0	0	0	0	\$0		\$0
Housing	\$559,058	\$0	878,000	0	1,025,213	\$411,845		\$411,845
Parking	\$0	\$0	0	0	0	\$0		\$0
Regional Planning Authority	\$211,225	\$0	0	0	0	\$211,225		\$211,225
Other Enterprise (enter fund)	\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund)	\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund)	\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund)	\$0	\$0	0	0	0	\$0		\$0
INTERNAL SERVICE FUNDS	\$0	\$0	0	0	0	\$0		\$0
TRUST AND AGENCY FUNDS	\$3,986,037	\$0	5,000,000	0	5,000,000	\$3,986,037		\$3,986,037
GRAND TOTAL - ALL FUNDS	\$197,084,784	\$0	\$132,037,516	\$0	\$182,037,980	\$147,084,320	\$12,865,769	\$134,428,551

Department of Finance & Administration / Local Government Division  
 Law Enforcement Protection Fund Carryover Request Form  
 \*\*\*(this form must accompany the final budget submission)\*\*\*

Entity Name: Santa Fe County Sheriff's Office  
 Contact Name: Diana M. Lovato  
 Contact Title: Accountant  
 Contact Phone Number: 505.986.2458  
 Contact E-mail Address: dmlovato@santafecountynm.gov

I hereby certify that the information presented on this form is true and correct to the best of my knowledge:  
  
 Signature \_\_\_\_\_ Date 6/25/14

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year: FY2013/2014  
 Total Distribution for Current FY: \$75,000.00  
 Balance on June 30th: \$3,288.39 *54.66*

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2014/2015  
*(This is the fiscal year that balance will be carried over to)*

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC):

We would like to carryover the balance noted above to purchase equipment and/or send a deputy to training. We currently had this money encumbered to send a deputy to training, but the training was canceled and we would like to still use this money for our upcoming fiscal year.

\*The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year. Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico:

Calculated Reversion Amount

	<i>54.66</i>
Balance on June 30th:	<u>\$3,288.39</u>
LESS Total Distribution for Current FY:	<u>\$75,000.00</u>
Reversion Due to State:	None

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

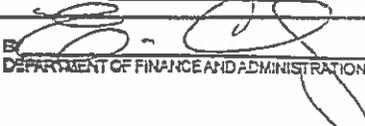
Brenda L. Suazo-Giles, Budget & Finance Analyst  
 DFA / Local Government Division  
 Butaan Memorial Building, Suite 201  
 Santa Fe, NM 87501

If you have questions on this form, please call (505) 827-4127.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY: Approved:  Yes  No Approved Carryover Amount: \$ \_\_\_\_\_

APPROVED  
 LOCAL GOVERNMENT DIVISION  
 DATE 8/28/14

BY   
 DEPARTMENT OF FINANCE AND ADMINISTRATION

**Diana M. Lovato**

---

**From:** Carole H. Jaramillo  
**Sent:** Wednesday, October 15, 2014 5:16 PM  
**To:** Diana M. Lovato  
**Cc:** Sharon Vigil-Ramirez  
**Subject:** RE: Resolution for Fund 211

I don't believe the manager's office is taking late packet material anymore. It will have to go at the end of November. Sorry...

Carole

---

**From:** Diana M. Lovato  
**Sent:** Wednesday, October 15, 2014 4:09 PM  
**To:** Carole H. Jaramillo  
**Cc:** Sharon Vigil-Ramirez  
**Subject:** RE: Resolution for Fund 211

Hi Carole,

Sorry my office was being renovated into two office so didn't have access to my email and just got this. Can I still submit?

*Diana M. Lovato*  
*Accountant*  
*Santa Fe Sheriff's Office*

**Confidentiality Notice:** This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and legally privileged information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this e-mail is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original and its attachments without reading, printing or saving in any manner.

---

**From:** Carole H. Jaramillo  
**Sent:** Wednesday, October 15, 2014 12:32 PM  
**To:** Diana M. Lovato  
**Cc:** Sharon Vigil-Ramirez  
**Subject:** FW: Resolution for Fund 211

Hi Diana:

Please revise and resubmit the resolution for the LEPF Fund 211 to reflect carryover of FY 2014 funds only. The amount that DFA has on its form includes carry over from years prior to FY 2014 that should have been reverted last year but wasn't. The amount that can be carried over is the FY 2014 amount only which is \$2,828. The balance of \$2,638 must be reverted. I realize it is late notice but a little research was required. If you can get the revised amount to Sharon right after lunch we can get it into the packet for the end of the month. Thanks.

Carole

---

**From:** Sharon Vigil-Ramirez  
**Sent:** Tuesday, October 14, 2014 1:32 PM  
**To:** Carole H. Jaramillo  
**Subject:** FW: Resolution for Fund 211

FYI

*Sharon Vigil*  
Budget Analyst  
Santa Fe County Finance  
(505) 986-6325 Direct  
(505) 983-2487 Fax  
[svigil@santafecountynm.gov](mailto:svigil@santafecountynm.gov)



---

**From:** Diana M. Lovato  
**Sent:** Tuesday, October 14, 2014 1:23 PM  
**To:** Sharon Vigil-Ramirez  
**Subject:** RE: Resolution for Fund 211

State notified me that this was the available amount that we could spend and they changed my amount. Will see if they maybe they had extra funds from previous, or if they could give me a detail of how they came up with that number.

*Diana M. Lovato*  
*Accountant*  
*Santa Fe Sheriff's Office*

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---

**From:** Sharon Vigil-Ramirez  
**Sent:** Tuesday, October 14, 2014 1:22 PM  
**To:** Diana M. Lovato  
**Subject:** Resolution for Fund 211  
**Importance:** High

Hi Diana,  
I received your resolution for Fund 211 but I am not sure how you arrived at the amount of \$5,466. Would you please let me know?

Thanks,

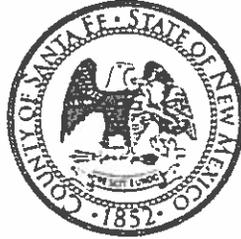
*Sharon Vigil*



Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: *January 12, 2015*

TO: *Board of County Commissioners*

FROM: *Teresa Martinez, Finance Director* 

VIA: *Adam Leigland, Public Works Department Director*  
*Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting January 27, 2015*

Resolution 2015 - \_\_\_\_\_ A Resolution Requesting A Budget Increase to the General Fund (101) to Budget a Grant from the New Mexico Clean and Beautiful Program to Install Signage at the Dale Ball Trailhead/ \$5,000. (Finance/Teresa Martinez)

---

### SUMMARY:

The purpose of this resolution is to budget an award of \$5,000 from the NM Clean and Beautiful Program grant number 15-418-6002-0044 from the New Mexico Tourism Department into the General Fund (101) to install signage at the Sierra del Norte Trailhead on the Dale Ball Trails system.

### BACKGROUND:

In April of 2014, Santa Fe County submitted an application to the New Mexico Clean and Beautiful Program for signage for three trailheads. The award received this past fall allows for the installation of one sign, at the Sierra del Norte Trailhead. Santa Fe County will coordinate with the City of Santa Fe for the installation of the sign.

### ACTION REQUESTED:

Public Works is requesting approval to budget Grant 15-418-6002-0044 in the amount of \$5,000 to purchase and install trailhead signage at the Sierra Del Norte Trailhead.

# SANTA CRUZ COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Public Works/ Project Development Fund Name: General Fund (101)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0607	371	0100	Grants/State	\$5,000	
TOTAL (if SUBTOTAL, check here )					\$5,000	

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0607	443	8010	Capital /Roadways	\$5,000	
TOTAL (if SUBTOTAL, check here )					\$5,000	

Requesting Department Approval: \_\_\_\_\_ Title: Adam Leigland, PE, AICP Date: JAN 12 2015

Finance Department Approval:  Date: 1/12/15 Entered by: Director, Public Works Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dep/Div: Project Development Phone No.: 995-6516

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose:  
Public Works applied and was awarded a grant in the amount \$5,000 by the State of New Mexico Tourism Department through the New Mexico Clean and Beautiful organization. The funds will be used to purchase a trailhead sign for the Sierra Del Norte Trailhead at the Dale Ball Trail.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8012	Purchase signage at the Sierra Del Norte Trailhead at the Dale Ball Trails	\$5,000

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

RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES  NO  State Special Appropriations Fund (318)  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES  NO   
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
Grant: 15-418-6002-0044  
Award Date: September 18, 2014  
Amount: \$5,000
  - c) Is this request is a result of Commission action? YES  NO   
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

NA

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27<sup>th</sup> Day of January, 2015.

Santa Fe Board of County Commissioners

Robert A. Anaya, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

**NEW MEXICO** *True*  
New Mexico Tourism Department  
491 Old Santa Fe Trail \* Lamy Building \* Santa Fe, NM 87501

September 18, 2014

Dear New Mexico Clean & Beautiful Grant Holder,

Enclosed is the fully executed Litter Control and Beautification Grant Agreement for fiscal year 2014-2015 (FY15) for your records. Please note the agreement covers eligible expenditures from July 1, 2015.

Please note one major change in expenditure eligibility. In an effort to be efficient in the management of the grant funds, it is required that reimbursements be submitted quarterly AND expenses for all items other than youth employment be incurred on or before May 31, 2015. Only youth employment expenses may be incurred up to June 30, 2015.

The following are upcoming deadlines pertaining to this grant:

- **October 10, 2014** - Request for payment for 1<sup>st</sup> quarter are due, requests may be submitted on or before this date. Expenses must have been incurred between July 1, 2014 and September 30, 2014. Requests may be submitted now or be held until the January 10<sup>th</sup> date, without penalty.

Request for reimbursement forms are currently being revised, you will be notified when they are available. A final request may be submitted at anytime without penalty.

- **January 10, 2015** - Request for payment for 2<sup>nd</sup> quarter are due, requests may be submitted on or before this date. Expenses must have been incurred between October 1, 2014 and December 31, 2014. Requests may be submitted prior to this date.
- **May 31, 2015** - Last day to incur expenses for all items other than youth employment. If all grant funds will not be fully expended please inform me as soon as possible so arrangements can be made to redistribute the unused funds to another grant holder.
- **June 10, 2015** - 4<sup>th</sup> quarter/final request for payment is due for tangible items.
- **July 10, 2015** - 4th quarter/final request for payment is due ONLY for youth employment.
- **End of year reporting** - The report is currently being revised; you will be notified when it is available.

The FY16 grant cycle will begin in Spring 2015, as a current grant holder, you will be notified via e-mail when the application packet is available for download. The FY16 process will be online rather than traditional paper method. I look forward to working with you this year and in the years to come. Thank you for your continued support in Keeping New Mexico True.

I may be reached at 505-412-1183 or via e-mail at [audrey.herrera-castillo@state.nm.us](mailto:audrey.herrera-castillo@state.nm.us)

Sincerely,



Audrey Herrera-Castillo,  
Marketing Outreach Programs Director

**KEEP NEW MEXICO** *True*

Grant No.: 15-418-6002-0044

**LITTER CONTROL & BEAUTIFICATION  
GRANT AGREEMENT**

THIS AGREEMENT, made and entered into on the date of last signature by a party below, is by and between the STATE OF NEW MEXICO, NEW MEXICO TOURISM DEPARTMENT, hereinafter referred to as "Department" and the Santa Fe County, hereinafter referred to as "Public Entity".

**RECITALS**

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, §§ 67-16-1 to -14 (1985, as amended through 2001), hereinafter referred to as the "Act," is to control litter by authorizing Department to eliminate litter from the State to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

WHEREAS, Section 67-16-12 (B) (3) of the Act provides that Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local keep America beautiful system programs;

WHEREAS, Section 67-16-12 (B) (4) of the Act provides that Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

WHEREAS, Public Entity is a local government as defined under the Act; and

WHEREAS, the parties hereto intend to fulfill the requirements of the Act through this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

**SECTION ONE – THE DEPARTMENT AGREES TO:**

Upon its approval of the Public Entity's grant application for program resources funds and/or youth employment funds:

1. Allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of \$ 5,000.00 (the "Funds") for Public Entity to establish or sustain a local Keep America Beautiful system program, pursuant to Section 67-16-12(B)(3) of the Act; and/or to fund a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12(B)(4) of the Act; and as stipulated by the attached Exhibit 1, Grant Award Distribution, which is incorporated herein.

2. Not reimburse the Public Entity more than fifty percent (50%) of the Funds during the first half of the fiscal year in which this Agreement is executed.

3. Reimburse funds on a quarterly basis. For the purpose of this Agreement, quarters are designated as: July through September; October through December; January through March; and April through June.

4. Review the Public Entity's written requests to reallocate funds from the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests.

5. Review the Public Entity's written requests to reallocate funds from the youth employment allocation to the program resources allocation, based on the Public Entity's need to implement programs and projects.

6. Amend the Public Entity's budget if the Department approves a request to amend in writing.

#### SECTION TWO - PUBLIC ENTITY AGREES TO:

1. Perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, and as further set forth in Exhibit 1 attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full.

2. Spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Department.

3. Mail reimbursement requests postmarked on or before the tenth (10th) calendar day after the end of each quarter, **EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter postmarked no later than June tenth (10th), except for request on reimbursement for Youth Employment, which Public Entity may submit postmarked as late as July tenth (10th).**

4. Include *at least* the following in its requests for reimbursement to Department:

- a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;
- b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any) necessary to perform the programs;
- c. Copies of the payroll for youth employees; and
- d. Such other information as may be required by Department.

7. Expend funds allocated under this agreement on equipment, projects, promotional programs, services, and other matters, only if they are related to litter prevention, elimination, control programs, and beautification.

8. Make reallocation requests in writing to Department.

9. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to Department with its final request for reimbursement.

10. Include at least the following in its performance report:

- a. An accounting of expenditures of all funds allocated and paid herein by line item;
- b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement under the Act and for no other purpose;
- c. A detailed summary of accomplishments towards the objectives and goals of the program;
- d. Any other information necessary to explain the program accomplishments; and
- e. Such other information as may be required by Department.

11. Use equipment purchased in whole or part with funds allocated and paid under this Agreement only for the anti-litter and beautification purposes required by the Act.

12. Not assign or transfer any interest in this Agreement and shall not assign any claims or money due or that may become due under this Agreement.

13. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of Department.

14. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor. Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

15. Not currently have and not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or service required of it under this Agreement.

16. Release Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever

arising from or under this Agreement upon final payment of the amount due under this Agreement.

17. Not purport to bind the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

### **SECTION THREE -- BOTH PARTIES AGREE THAT:**

1. They will strictly adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule (as amended) for grant approval, allocation, and reporting.

2. The Department will not disburse grant monies until Public Entity submits proper written documentation of its expenditures.

3. The Public Entity's requests for reallocation of funds are not valid without Department's prior written approval and that reallocations of funds do not require a formal amendment to this Agreement, provided Department does not increase Public Entity's allocation.

4. The Public Entity's illegal or unauthorized expenditures under this agreement shall constitute a debt to the State of New Mexico, owed by Public Entity, its successors, or assigns. In the case of such debt, parties agree that Department may elect to withhold or recover allocations from Public Entity, its successors, or assignees by appropriate legal action.

5. Direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity, unless Public Entity proposes and requests direct and separate travel reimbursement and the Department gives advance approval in writing.

6. Equipment purchased through the grant described in this Agreement that has a service life longer than this Agreement shall be used for agreement purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than five hundred dollars (\$500.00), the parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

7. The Public Entity's failure to submit reimbursement requests postmarked on or before the dates outlined in SECTION TWO for the first three quarters will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. **PUBLIC ENTITIES' REQUESTS POSTMARKED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION**

**TWO WILL NOT BE PAID.**

8. The Public Entity's records, detailing date, time, and nature of services rendered and the progress of programs undertaken shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor and the Department shall have the right to audit billings both before and after payment.

9. Payment under this Agreement shall not foreclose the right of Department to recover excessive illegal payment.

**SECTION FOUR – AMENDMENT:**

This Agreement shall not be altered, changed or amended except by a written instrument, executed by both parties.

**SECTION FIVE – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

Department reserves the right to terminate this Agreement if funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement. The Department's decision as to whether funds under the Act are sufficient for fulfillment of this Agreement shall be final.

**SECTION SIX – INDEPENDENT CONTRACTOR:**

Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

**SECTION SEVEN – TERM and TERMINATION:**

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on June 30, 2015, unless terminated pursuant to the following paragraphs of this SECTION.

2. Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or if Public Entity does not comply with restrictions on its expenditures.

3. Either party may cancel this Agreement with thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any

obligation to perform services or make payment for services or specified programs rendered after such date of termination.

**SECTION EIGHT – INTEGRATION:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:**

If upon termination or expiration of this Agreement Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

**SECTION TEN – CONTROLLING LAW:**

The laws of the State of New Mexico shall govern this Agreement. The parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

**SECTION ELEVEN – UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance allocated by Department under this Agreement shall revert to Department.

**SECTION TWELVE – INTENT OF AGREEMENT:**

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -14 (1985, as amended through 2002). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

**SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto.

**SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE:**

Public Entity agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity agrees to take appropriate steps to correct these deficiencies.

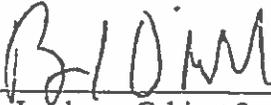
**SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE:**

Department and Public Entity shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department  
"DEPARTMENT"

By:   
Monique Jacobson, Cabinet Secretary

Date: 9-15-14

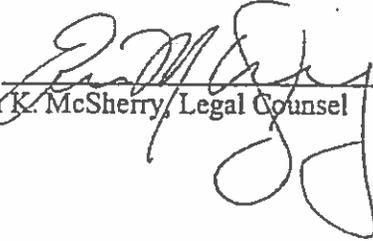
"Public Entity"

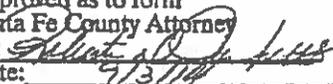
By:   
Katherine Miller  
Santa Fe County Manager

Date: 9-9-2014

Title: \_\_\_\_\_

As to form and legal sufficiency

By:   
Erin K. McSherry, Legal Counsel

Approved as to form  
Santa Fe County Attorney  
By:   
Date: 9/3/14  
*sent 9/8/14*

# NEW MEXICO *Clean & Beautiful*

## Exhibit 1

Page 1

<b>COMMUNITY NAME</b>	Santa Fe County
<b>FY15 Total Grant Award</b>	\$ 5,000

Focus Area	Project Names							Total
<i>Litter/Weed Eradication</i>								0.00
Budget Line Items								0.00
								0.00
			N/A					0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Focus Area	Project Names							Total
<i>Beautificalion/Graffiti</i>								
Budget Line Items	<i>Sierra Del Norte Trailhead Sign</i>							Total
Wooden frames, paper map creation, steelpost, fossil laminate panels, Rules & regulations paper creation	5,000.00							5,000.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
<b>Total</b>	5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00

Focus Area	Project Names							Total
<i>Education</i>								
Budget Line Items								Total
								0.00
								0.00
			N/A					0.00
								0.00
								0.00
								0.00

NEW MEXICO  
*Clean & Beautiful*

									0.00
									0.00
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<i>Page 1 Total</i>	\$ 5,000.00
<i>Grand Total of Projects</i>	\$ 5,000.00



Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** November 3, 2014

**TO:** Board of County Commissioners

**FROM:** Teresa Martinez, Finance Director 

**VIA:** Adam Leigland, Public Works Department Director  
Katherine Miller, County Manager

**ITEM AND ISSUE:** BCC Meeting January 27, 2015

**Resolution 2015 - \_\_\_\_\_ A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) to Budget a Grant to Install a Wi-Fi System and Wiring at the Steve Herrera 1<sup>st</sup> Judicial Courthouse in Santa Fe County. / \$85,000 (Finance/Teresa Martinez)**

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**SUMMARY:**

The purpose of this resolution is to budget Grant 14-L-2296 in State Special Appropriation Fund (318) in the amount of \$85,000 to install a wi-fi system including wiring at the Steve Herrera 1<sup>st</sup> Judicial Courthouse in Santa Fe County.

**BACKGROUND:**

Included in the 2014 Capital outlay bill passed by the New Mexico Legislature and signed by the Governor was the authorization to enter into a grant agreement with Santa Fe County "to plan, design, equip and install a wi-fi system and wiring in the first judicial district courthouse." The fully executed grant agreement was completed in December 2014.

Staff will work with the Office of the Courts to design, purchase, and install a wi-fi system in the Steve Herrerra 1<sup>st</sup> Judicial Courthouse in Santa Fe County.

**ACTION REOUESTED:**

Public Works is requesting approval to budget Grant 14-L-2296 in the amount of \$85,000 to plan, design, equip and install a wi-fi system in the Steve Herrera 1<sup>st</sup> Judicial Courthouse in Santa Fe County.

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Public Works/ Project Development Fund Name: State Special Appropriation Fund (318)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

**BUDGETED REVENUES:** (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0796	371	9000	State/Other	\$85,000	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>\$85,000</b>	

**BUDGETED EXPENDITURES:** (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0796	481	8095	Capital Purchases/ Inventory Exempt-Computer	\$85,000	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>\$85,000</b>	

Requesting Department Approval: \_\_\_\_\_ Title: Director, Public Works Adam Leitland, PE, AICP JAN 12 2015

Finance Department Approval:  Date: 1/27/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.  
 Santa Fe County received Grant 14-L-2296 in the 2014 Legislative Session for information technology wiring in the first judicial courthouse in Santa Fe in Santa Fe County and may also be expended to plan, design, equip and install a wi-fi system for the facility. Public Works Staff will work with the courts to install a wi-fi system in the 1<sup>st</sup> Judicial Courthouse.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8095	Installation of a wi-fi system at the 1 <sup>st</sup> Judicial Courthouse including wiring for the system.	\$ 85,000

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

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES  NO  State Special Appropriations Fund (318)  
If YES, cite statute and attach a copy.  
"Laws of 2014, Chapter 64 Section 50, Eighty Five Thousand Dollars and No Cents \$85,000, the unexpended balance of the appropriation to the local government division in Subsection 178 of Section 31 of Chapter 226 of Laws 2013 for information technology wiring in the first judicial district courthouse in Santa Fe in Santa Fe county may also be expended to plan, design, equip and install a wi-fi system and wiring in the first judicial district courthouse."
  - b) Does this include state or federal funds? YES  NO   
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
  
Grant 14-L-2296  
Award Date: December 15, 2014  
Amount: \$85,000
  - c) Is this request is a result of Commission action? YES  NO   
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

NA

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27th Day of January, 2015.

Santa Fe Board of County Commissioners

Robert A. Anaya, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

Received  
A-Local Govt. Div.

2014 DEC -5 PM 2:36

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT

BATAAN BLDG., ROOM 202  
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 15 day of December, 2014, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 64, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

14-L-2296

**\$ 85,000.00 APPROPRIATION REVERSION DATE: June 30, 2017**

**Laws of 2014, Chapter 64, Section 50, Eighty Five Thousand Dollars and No Cents (\$ 85,000.00) The unexpended balance of the appropriation to the local government division in Subsection 178 of Section 31 of Chapter 226 of Laws 2013 for information technology wiring in the first judicial district courthouse in Santa Fe in Santa Fe county may also be expended to plan, design, equip and install a wi-fi system and wiring in the first judicial district courthouse.**

The Grantee's total reimbursements shall not exceed the appropriation amount Eighty Five Thousand Dollars and No Cents (\$ 85,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, No Dollars and No Cents (\$0.00), which equals Eighty Five Thousand Dollars and No Cents (\$85,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
  - (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
    - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
    - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
    - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
    - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is

effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: County of Santa Fe  
Name: Agnes Leyba-Cruz  
Title: Administration Manager  
Address: P O Box 276, Santa Fe, NM 87504  
Email: alopez@santafecounty.org  
Telephone: 505-995-6516  
FAX: 505-428-3113

Department: DFA/Local Government Division  
Name: Ms. Maria Urban  
Title: Project Manager  
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501  
Email: maria.urban@state.nm.us  
Telephone: 505-827-8061  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the

facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the

performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds

for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

#### **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

#### **ARTICLE VIII. REPORTS**

##### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

##### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

##### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days'

advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers

- employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Santa Fe or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Santa Fe or DFA/LGD."

### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION  
BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

Katherine Miller  
Signature of Official with Authority to Bind Grantee

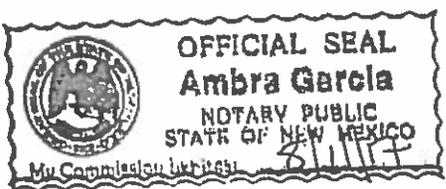
Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 11/17/14  
glm 11/14/14

By: Katherine Miller  
(Type or Print Name)

Its: County Manager  
(Type or Print Title)  
11-26-14

Date

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



The foregoing instrument was acknowledged before me this 20 day of November, 20 14, by Katherine Miller

seal [Signature]  
Notary Public  
My Commission Expires: 8/1/17

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

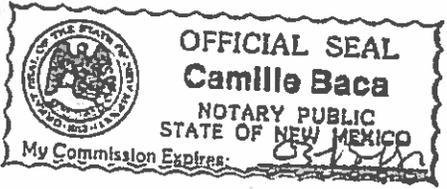
[Signature]  
By: Sanjav Bhakta, CPA  
Its: Acting Director

Date 12/15/14

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

The foregoing instrument was acknowledged before me this 15 day of December, 20 14, by Sanjav Bhakta

seal [Signature]  
Notary Public  
My Commission Expires: 03-17-14



**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT       FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

*A. Third Party Obligations*

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

*B. Project Phase*

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
 \_\_\_\_\_  
City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Grant Amount: \_\_\_\_\_  
 B. AIPP Amount (If Applicable) \_\_\_\_\_  
 C. Funds Requested to Date: \_\_\_\_\_  
 D. Amount Requested this Payment: \_\_\_\_\_  
 E. Grant Balance: \$0.00  
 F.  GF  GOB  STB (attach wire if 1st draw)  
 G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

- (Jan-Jun)  Fiscal  
 (Jul-Dec)  Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer  
 or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED**  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

**SWORN TO AND SUBSCRIBED**  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
 Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:** \_\_\_\_\_  
**TO:** Grantee Representative: \_\_\_\_\_  
**FROM:** Department Representative: \_\_\_\_\_  
**SUBJECT:** Notice of Obligation to Reimburse Grantee

**Project Number:** \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13-L-1661 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_  
Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

\_\_\_\_\_

Department Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



SANTA FE COUNTY SHERIFF'S OFFICE



Robert A. Garcia  
Sheriff  
986-2455

[ragarcia@santafecountynm.gov](mailto:ragarcia@santafecountynm.gov)

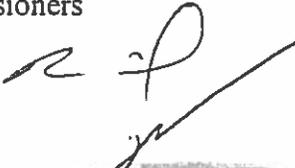
Ron E. Madrid  
Undersheriff  
986-2455

[rmadrid@santafecountynm.gov](mailto:rmadrid@santafecountynm.gov)

35 Camino Justicia – Santa Fe, New Mexico 87508

## MEMORANDUM

To: Board of County Commissioners

Fr: Undersheriff Ron Madrid 

Date: November 12, 2014

Re: Resolution 2015 - \_\_\_\_\_ **A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget One (1) Grant Awarded Through the Byrne Memorial Justice Program in the Amount of \$13,089. (Finance / Teresa Martinez)**

---

**Issue:**

The Santa Fe County Sheriff's Office was been awarded funding from the Edward Byrne Assistance Grant Program to purchase equipment (radars) for the Sheriff's Office Fleet.

**Background:**

The Edward Byrne Memorial Justice Assistance Grant Program provides equipment replacement for enforcement of traffic laws; equipment to enhance and supplies for officers' safety. Byrne Grant has awarded us with this funding to purchase radars to replace a few of the older radars.

**Action Requested:**

The Sheriff's Office requests approval to increase the Law Enforcement Operation Fund (246) in the amount of \$13,089 to purchase equipment (radars) from the Edward Byrne grant.

11/13

# SANTA CRUZ COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Sheriff's Office Fund Name: Law Enforcement Operation Fund (LEOF)

Budget Adjustment Type: Increase Budget Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1228	372	0901	Edward Byrne Memorial Justice 2013 (JAG)	\$13,089.00	
TOTAL (if SUBTOTAL, check here )					\$13,089.00	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1228	424	8009	JAG: Inventory Exempt	\$13,089.00	
TOTAL (if SUBTOTAL, check here )					\$13,089.00	

Requesting Department Approval: [Signature] Title: Undersheriff Date: 12/29/14  
 Finance Department Approval: [Signature] Date: 1/14/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office/LEOF Phone No.: (505) 986-2457

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.  
Request for a budget increase to purchase radars for the Sheriff's Office fleet (grant money wasn't used during FY14, so we'd like to purchase during fiscal year 2015).

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
80-99	Kustom Signals: Golden Eagle II Radars	\$13,089.00

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

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

**DEPARTMENT CONTACT:**

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office/LEOF Phone No.: (505) 986-2457

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of award letter and proposed budget.

**Edward Byrne Memorial Justice Assistance Grant Program (JAG)**

Project #(s): 2013-JAG  
Award Amt: \$13,089.00  
Award Period(s): October 9, 2013 through September 30, 2016

- c) Is this request a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request. N/A

SANTA FE COUNTY  
RESOLUTION 2015 - \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 27th Day of January, 2015.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Robert Anaya, Chairperson

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

ITEM # B-1008

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 9<sup>th</sup> day of October, 2013, by and between the COUNTY OF SANTA FE, a political subdivision of the state of New Mexico (hereinafter "COUNTY") and the CITY OF SANTA FE, a municipal corporation (hereinafter "CITY").

## RECITALS

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

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 costs fairly compensates the performing parties for the services or functions under this agreement;

WHEREAS, from the total JAG award of \$42,273.00, the CITY agrees to provide the COUNTY \$13,089 for the Law Enforcement Programs described herein;

WHEREAS, the CITY and the COUNTY desire to formalize their agreement as stated herein and declare this agreement to be in their best interests to reallocate and disburse the JAG funds as provided in this Memorandum of Understanding.

## WITNESSETH:

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **PURPOSE.** The CITY agrees to pay the COUNTY a total of \$13,089.00 of JAG funds.
2. **SCOPE.** The COUNTY agrees to use \$13,089.00 for the COUNTY'S Sheriff's Office Law Enforcement Program - as set forth in Exhibit I, attached hereto.
3. **TERM.** This Memorandum of Understanding shall remain in effect until September 30, 2015, unless earlier terminated by either party pursuant to Article 4, below.
4. **TERMINATION.** This Memorandum of Understanding may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of breach of performance of this Agreement. Each party shall be liable for its negligence or omissions under this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the CITY or the COUNTY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. By this Agreement, the CITY and the COUNTY and their respective "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the COUNTY. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **AMENDMENT.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE

David Coss  
David Coss, Mayor

Date: 10-10-13

Attest:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
Clerk 10-9-13

Date: 10-15-13

Approved as to form:

Judith Arner for  
Geno Zamora, City Attorney

Date: 8/20/13

Approved:

Marcos A. Tapia  
Marcos A. Tapia, Finance Director

Date: 8/22/13

COUNTY OF SANTA FE

Katherine Miller  
Katherine Miller, County Manager

Date: 7-29-13

Approved as to form:

\_\_\_\_\_

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: July 29, 2013

Finance Department

Molly [Signature] for  
Teresa C. Martinez, Finance Director

**EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT PROGRAM**

**FY 2013 LOCAL SOLICITATION**

**Submitted by the City and County of Santa Fe, New Mexico  
Administered by the City of Santa Fe Police Department  
Laura A. Vigil, Contact  
Santa Fe, NM 87507  
505-955-5086**

## 2013 Budget and Budget Narrative – (Attachment 2)

### City of Santa Fe Police Department: \$29,184

<u>Item</u>	<u>Units</u>	<u>Cost</u>	<u>Total</u>
Brother Pocket Jet Printers	25	\$ 395	\$ 9,875
Voice Vault Wireless Mic, 900 MHz	14	\$1,075	\$15,050
Scorpion Micro Digital Video Camera	25	\$ 87	\$ 2,175
Canon Powershot A2500 Digital Camera	20	\$ 110	\$ 2,200
City of Santa Fe Contribution			\$ - 116
Total Cost			\$ 29,184

**Narrative:** These supplies are needed to enhance officer efficiency in the field and improve and ensure officers' safety.

### County of Santa Fe – Santa Fe Sheriff's Office: \$13,089

<u>Item</u>	<u>Units</u>	<u>Cost</u>	<u>Total</u>
Kustom Signals Golden Eagle Radar II	7	\$1,891.73	\$13,242.11
Santa Fe County Contribution			\$ - 153.11
Total Cost			\$ 13,089.00

**Narrative:** Radar units are utilized by deputies to enforce posted speed laws and to maintain the safety of the motoring public on the roads in Santa Fe County. These units will replace older units that are worn or non-functional.

## **Abstract (Attachment 4)**

**Applicant Name:** The City of Santa Fe Police Department (Fiscal Agent) in cooperation with the Santa Fe County Sheriff's Office.

**Title of Project:** Officer Safety Equipment and Supplies; Law Enforcement Equipment.

**Goals of the Project:** Enhance law enforcement officers' safety and efficiency; and maintain law enforcement activities with proper equipment.

### **Description of Strategies to be used:**

City of Santa Fe, Police Department \$29,184 – Purchase upgraded Wireless Mic and Micro Digital Video Cameras to enhance officers' safety; Brother Pocket Jet printers and Canon Powershot Digital Cameras to enhance efficiency in the field.

Santa Fe County, Sheriff's Office \$13,089 – Purchase new Radar Units to replace non-functional equipment for law enforcement activities.

**Narrative:** The City of Santa Fe suffers with many problems of mid-sized cities without a strong economic base. The City and County populations continue to grow while funds to pay for much needed services including law enforcement are lacking. Funding from Bureau of Justice Assistance will cover costs associated with replacement of law enforcement equipment and supplies for both the City and the County to enhance officers' safety and law enforcement activities.

Both City and County law enforcement officers work closely together as needed and incidents dictates.

**Project Identifiers:** Equipment and officers' safety.

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 8
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Santa Fe 2515 Camino Entrada Santa Fe, NM 87505		4. AWARD NUMBER: 2013-DJ-BX-0843 5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016		
1A. GRANTEE IRS/VENDOR NO. 656000168		6. AWARD DATE 08/28/2013	7. ACTION Initial	
		8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Officer Equipment Safety and Supplies Program		10. AMOUNT OF THIS AWARD \$ 42,273		
		11. TOTAL AWARD \$ 42,273		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL David Cross Mayor		
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>David Cross</i>		19A. DATE 10/15/13
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCALY FUNDC BUD A OFC. DIV. RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 42273		21. MDJUGT0568		



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 2 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient 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 OJP.
5. The recipient 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

e-mail: [oig.hotline@usdoj.gov](mailto: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](http://www.usdoj.gov/oig).

6. Recipient 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 OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 3 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department 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.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 4 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

DC



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 5 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analysis requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

DC



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 6 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?arca=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (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, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in 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 grantee or a sub-grantee 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. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 7 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.
37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at [JAG.Showcase@ojp.usdoj.gov](mailto:JAG.Showcase@ojp.usdoj.gov) or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.
38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
39. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition

DC



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD  
CONTINUATIONSHEET  
Grant

PAGE 8 OF 8

PROJECT NUMBER 2013-DJ-BX-0843

AWARD DATE 08/28/2013

*SPECIAL CONDITIONS*

40. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Award # 2013-DJ-BX-0843

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

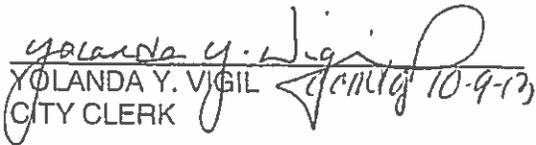
CITY OF SANTA FE

  
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: 10-15-13

(SEAL)

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA  
CITY ATTORNEY

10/10/13

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM



Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Santa Fe

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER  
2013-DJ-BX-0843

PAGE 1 OF 1

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

**1. STAFF CONTACT (Name & telephone number)**

Melanie Davis  
(202) 305-7944

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Laura Vigil  
Accounting Supervisor  
PO Box 909  
Santa Fe, NM 87504-0000  
(505) 955-3086

**3a. TITLE OF THE PROGRAM**

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Officer Equipment Safety and Supplies Program

**5. NAME & ADDRESS OF GRANTEE**

City of Santa Fe  
2515 Camino Entrada  
Santa Fe, NM 87505

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2012 TO: 09/30/2016

**8. BUDGET PERIOD**

FROM: 10/01/2012 TO: 09/30/2016

**9. AMOUNT OF AWARD**

\$ 42,273

**10. DATE OF AWARD**

08/28/2013

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City of Santa Fe and Santa Fe County are listed as disparate jurisdictions under the FY 2013 Local JAG allocation. Each jurisdiction will utilize the JAG award to purchase general law enforcement equipment and supplies, which will enhance officers' safety and law enforcement activities. The following types of equipment will include: a wireless microphone, micro digital video cameras, pocket jet printers, digital cameras, and radar units.

NCA/NCF



Change Grantee Authorized Signing Official GAN



All Active



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Change Requested

GRANT ADJUSTMENT NOTICE

Approved

Grantee Information

Denied

<b>Grantee Name:</b>	City of Santa Fe	<b>Project Period:</b>	10/01/2012 - 09/30/2016	<b>GAN Number:</b>	001
<b>Grantee Address:</b>	2515 Camino Entrada Sante Fe, 87505	<b>Program Office:</b>	BJA	<b>Date:</b>	09/12/2013
<b>Grantee DUNS Number:</b>	06-942-0818	<b>Grant Manager:</b>	Melanie Davis		
<b>Grantee EIN:</b>	85-6000168	<b>Application Number(s):</b>	2013-H5698-NM-DJ		
<b>Vendor #:</b>	856000168	<b>Award Number:</b>	2013-DJ-BX-0843		
<b>Project Title:</b>	Officer Equipment Safety and Supplies Program	<b>Award Amount:</b>	\$0.00		

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Change Grantee Authorized Signing Official

Specific documentation is required for changes to a Grantee Authorized Signing Official. Documentation can be the legal document that effected the change or a letter noting the official change authenticated (signed) by a proper official of the state having jurisdiction. Documentation must be electronically attached. If you cannot attach the documentation, please contact your Grant Manager.

Current Authorized Signing Official		New Authorized Signing Official	
Prefix	The Honorable	*Prefix	The Honorable
Prefix (Other)		Prefix (Other)	
First Name	David	*First Name	David
Middle Initial		Middle Initial	
Last Name	Cross	*Last Name	Coss
Suffix		Suffix	
Suffix (Other)		Suffix (Other)	
Title	Mayor	*Title	Mayor
Address Line 1	2515 Camino Entrada	*Address Line 1	P O Box 909
Address Line 2		Address Line 2	
City	Santa Fe	*City	Santa Fe
State	New Mexico	*State	New Mexico
Zip	87505 -	*Zip	87504 -
Phone	(505) 955-5086 Ext	*Phone	(505) 955-6590 Ext
Fax	(505) 955-5052	Fax	
Email	lavigil@santafenm.gov	*Email	rdcoss@santafenm.gov

\*Required Justification for Change Grantee Authorized Signing Official

Last name misspelled.

Attachments:

Filename:	User:	Timestamp:	Action:
1954_0001.pdf	CHorwitz1	09/12/2013 5:15 PM	Delete Attachment

**Actions:**

Close

Printer Friendly Version

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - Grant Manager	davism1	09/12/2013 5:26 PM	View Note
Submitted	PO - Grant Manager	CHorwitz1	09/12/2013 5:17 PM	View Note
Draft	EXTERNAL - External User	CHorwitz1	09/12/2013 5:15 PM	View Note

**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## MEMORANDUM

**To:** Santa Fe County Board of County Commissioners

**From:** Rachel O'Connor, Community Services Department Director

**Via:** Katherine Miller, County Manager

**Date:** January 5, 2015

**Re:** Approval of County Health Care Assistance Claims in the Amount of \$67,306.04  
(Community Services Department/Rachel O'Connor)

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### ISSUE:

Approval of County Health Care Assistance claims in the amount of \$67,306.04.

### BACKGROUND:

The BCC has approved FY 2015 funding for the County Health Care Assistance Fund, to fund community-based providers, including ambulance providers. The Health Care Assistance Program has processed claims for November and December of 2014 in the amount of \$67,306.04, as indicated on the Presentation of Claims document.

### RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$67,306.04.

01/27/15

**Santa Fe County Health Care Assistance Program  
Presentation of Claims for Approval  
27-Jan-15**

	<u># Claims</u>	<u>Amount</u>
<b>COMMUNITY-BASED PROVIDERS</b>		
La Familia Medical Center	195	\$32,214.00
Southwest Care Center/Women's Health	5	\$24,570.00
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico		
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
Santa Fe Recovery Center	27	\$10,522.04
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
City of Santa Fe Ambulance Services		
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
<b>Total</b>	<b>227</b>	<b>\$67,306.04</b>

Santa Fe County Health Care Assistance Fund Community-Based Providers  
Fiscal Year 2015

27-Jan-15

Provider Name	FY 15 Allocated Funding	Claims from FY14 Approved Through November 25, 2014	Claims from FY15 Approved Through November 25, 2014	Claims from FY15 Presented January 27, 2015	FY 15 Remaining Balance	% Remaining
<b>Primary Care Providers</b>						
La Familia Medical Center	425,000.00	24,815.00	87,010.00	32,214.00	280,961.00	66%
SW Care/Women's Health Services	40,000.00	1,499.71	4,336.31	10,522.04	23,641.94	59%
PMS: Hope Medical Center & Ortiz Mountain Health	7,000.00				7,000.00	100%
EI Centro of Northern of NM	7,000.00				7,000.00	100%
First Choice Healthcare	500.00				500.00	100%
Pecos Valley Medical Center	500.00				500.00	100%
<b>Total Primary Care Providers</b>	<b>480,000.00</b>	<b>26,314.71</b>	<b>91,346.31</b>	<b>42,736.04</b>	<b>319,602.94</b>	<b>67%</b>
<b>Substance Abuse Treatment Providers</b>						
Santa Fe Recovery Center	191,000.00	7,225.00	119,920.00	24,570.00	39,285.00	21%
Life Link	43,000.00	745.00	64.00		42,191.00	98%
Hoy Recovery Program	6,000.00				6,000.00	100%
Millennium Treatment Services	1,000.00				1,000.00	100%
<i>Set-aside for third-party assessment for need for residential treatment</i>	9,000.00				9,000.00	100%
<b>Total Substance Abuse Treatment Providers</b>	<b>250,000.00</b>	<b>7,970.00</b>	<b>119,984.00</b>	<b>24,570.00</b>	<b>97,476.00</b>	<b>39%</b>
<b>Mental Health Providers</b>						
Life Link	50,000.00	64.00	128.00		49,808.00	100%
PMS PACT Team	25,000.00				25,000.00	100%
<b>Total Mental Health Providers</b>	<b>75,000.00</b>	<b>64.00</b>	<b>128.00</b>		<b>74,808.00</b>	<b>100%</b>
<b>Ambulance Providers</b>						
City of Santa Fe Ambulance Services	21,000.00				21,000.00	100%
Santa Fe County Fire Department	21,000.00	939.04			20,060.96	96%
Espanola Hospital Ambulance	3,000.00				3,000.00	100%
<b>Total Ambulance Providers</b>	<b>45,000.00</b>	<b>939.04</b>			<b>44,060.96</b>	<b>98%</b>
<b>Contingency</b>						
	25,000.00				25,000.00	100%
<b>Total Health Care Assistance Provider Claims</b>	<b>875,000.00</b>	<b>35,287.75</b>	<b>211,458.31</b>	<b>67,306.04</b>	<b>560,947.90</b>	<b>64%</b>
<b>UNM Health Sciences Center (FY 2014 Funding)</b>						
Cremations (Under Separate Cover)	25,000.00	12,439.91	7,200.00	1,200.00	16,000.00	64%
<b>Grand Total</b>	<b>900,000.00</b>	<b>47,727.66</b>	<b>211,458.31</b>	<b>67,306.04</b>	<b>573,507.99</b>	<b>64%</b>