

**SANTA FE COUNTY
RESOLUTION 2016 - 33**

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

Whereas, the Board of County Commissioners meeting in regular session on February 23, 2016, did request the following budget adjustment:

Department / Division: Community Services Fund Name: DWI Program Alcohol Program Fund (241)

Budget Adjustment Type: Increase Budget Fiscal Year: 2016 (July 1, 2015 - June 30, 2016)

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
241	0476	371	0400	State Grants/DWI-Prevention	135,493	
TOTAL (if SUBTOTAL, check here)					135,493	

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
241	0476	464	5003	Professional Services/Contractual	115,493	
241	0476	464	7037	Operating/Advertising and Printing	20,000	
TOTAL (if SUBTOTAL, check here)					135,493	

Requesting Department Approval: *Patricia Egan* Title: Division Director Date: 2/24/16
 Finance Department Approval: *Carol J. Gaudin* Date: 2/9/16 Entered by: _____ Date: _____
 County Manager Approval: *Thomas J. Hahn* Date: 2/23/16 Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2016-23

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Joyce Varela Dept/Div: Community Services Phone No.: 992-9843

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 DWI Program is requesting an increase to the budget to include a DWI Reversion Grant that was awarded to the program through the Department of Finance and Administration (DFA). This grant will be utilized to expand services and promote public awareness in regards to DWI within SF County.

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
5003	Contract services to implement a urinalysis testing program for DWI offenders convicted of a first and second offense.	50,000
5003	To issue a Request for Proposals for services to seek qualified entity/entities to implement prevention programs that will reduce underage drinking, DWI and related risk factors among Santa Fe County youth.	65,493

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

SANTA FE COUNTY

RESOLUTION 2016 - 23

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Joyce Varela Dept/Div: Community Services Phone No.: 992-9843

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 NO X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES X NO 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 Name: DWI Grant Agreement Grant No. 16-D-J-G-27
Grant Amount: \$135,493.00 Date Awarded: December 8, 2015
 - c) Is this request is a result of Commission action? YES NO 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.

Compliance Fees Collected by the DWI Program is the source for the match on this grant.

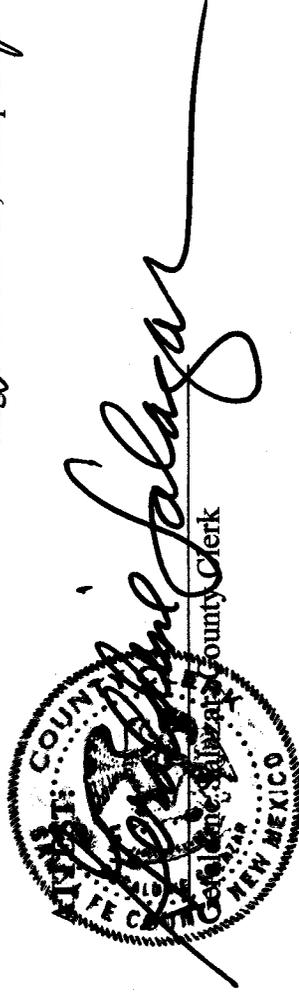
SANTA FE COUNTY
RESOLUTION 2016 - 23

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 23rd Day of February, 2016.

Santa Fe Board of County Commissioners


Miguel M. Chavez, Chairperson


Geraldine Salazar, County Clerk



COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) PAGES: 14

I Hereby Certify That This Instrument Was Filed for Record On The 24TH Day Of February, 2016 at 10:37:59 AM and Was Duly Recorded as Instrument # 1787137 of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 16-D-J-G-27

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration (“DFA”), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 203 Santa Fe, New Mexico 87501, referred to as the **DIVISION**, and the County of Santa Fe, referred to as the **GRANTEE**.

WITNESSETH:

WHEREAS, this DWI Grant Agreement (“Grant Agreement”) is made by and between the DFA, State of New Mexico, acting through the Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act NMSA 1978, Sections 11-6A-1 through 11-6A-6, as amended (the “Act”) and the LDWI Grant Program rules 2.110.4 NMAC (the “Rules”); and

WHEREAS, on October 20, 2015, the DWI Grant Council awarded the Grantee \$135,493.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Project”); and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached as Exhibit “A” to and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description described later without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be through June 30, 2016.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall notify the Division in writing at least 30 days prior to the termination date of this Grant Agreement, in order for the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completing the work. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-

appealable.

ARTICLE III - REPORTS

A. Evaluation

The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Division's designated evaluation contractor to develop and implement an evaluation system.

B. Progress Reports

1. For the Division to adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide information on a Quarterly Progress Report and Certification Form ("Report"), attached as Exhibit B and made a part of this Grant Agreement. The content of the Report shall include a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, the LDWI Planning Council meeting agendas, the LDWI Planning Council meeting minutes, and other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Report is due **January 29, 2016**.
2. Grantee assures that the Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Report shall be submitted to the Division no later than **April 29, 2016** for review and comment.
4. For the Division to adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that the information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set ("MDS") Report for the entire term of this Grant Agreement.

- 2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than July 15, 2016.

D. Annual Report

- 1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and MDS data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
- 2. The Annual Report shall be submitted no later than July 29, 2016.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$135,493.00. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part of this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories included in the budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Reports accompanied by the following completed forms, which are made a part of this Grant Agreement: Request for Payment Form, attached as Exhibit "D" and "D(1)"; Fees Collected Summary Form, attached as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached as Exhibit "G." Request for Payment forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of 30 days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State rules, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and its implementing regulations and all other New Mexico State laws and rules as they pertain to all activity conducted under this Grant Agreement; **and by signing this agreement the Grantee provides to the Division verification of compliance with these requirements.**
- C. It shall finance all costs of the Project, including all Project overruns.
- D. It shall include in all of its contracts pertaining to programs assisted under this Grant Agreement the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws, rules and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its program providers, whether employed or contracted, to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior**

to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.

Grantees shall complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract, and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It shall adhere to all financial and accounting requirements of the DFA.
- G. It shall comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. It shall include the following clause in all of its contracts with programs assisted by this Grant. "No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant."
- J. It shall comply with all HIPAA statutory and regulatory requirements, if applicable.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which the funds were used, the amount and nature of all contributions from other sources, and other records as the Division shall prescribe. The records shall be preserved for a period of not less than seven years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Lupe Sanchez

Title: DWI Coordinator
Address: 2052 Galisteo St Suite C
Santa Fe, New Mexico 87505
Phone: 505-992-9840
Fax: 505-992-9855
Email: lasanchez1@santafecounty.gov

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

Name: Norma Vazquez
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: 505-827-4748
Fax: 505-827-4330
Email: norma.vazquez@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **\$48,089.00 (35%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **10 percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarterly Report**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be provided to the Division for its review and comment.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarterly Report**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarterly Report**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be provided to the Division for its review and comment.

- F. The Grantee shall submit to the Division LDWI Planning Council by-laws as part of the first quarterly Report.
- G. The Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.
- H. The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such early termination. The Division’s decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

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

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Santa Fe may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Santa Fe only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF SANTA FE

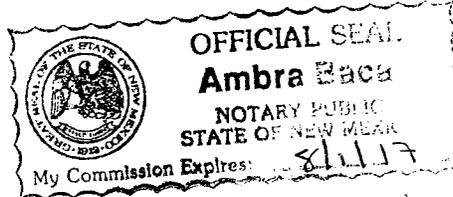
By: Katherine Miller
Authorized Signatory

11-30-2015
Date

Approved as to form
Santa Fe County Attorney
By: Carol A. Gouanville
Date: 11-17-15
11/23/15

Katherine Miller
(Type or Print Name)

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



The foregoing instrument was acknowledged before me this 30 day of November, 2015 by Katherine Miller.

Ambra Baca
Notary Public

My Commission Expires: 8/1/17

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: Rick Lopez
Rick Lopez, Director

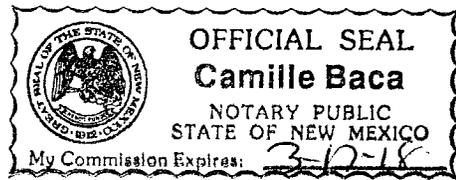
12/8/15
Date

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

The foregoing instrument was acknowledged before me this 8 day of December, 2015 by Rick Lopez.

Camille Baca
Notary Public

My Commission Expires: 3-17-18



SFC CLERK RECORDED 02/24/2016

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Santa Fe

Grant No.: 16-D-J-G-27

Grant Amount: \$135,493.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Enforcement:

Overtime for officers to support sobriety checkpoints, saturation patrols and underage drinking enforcement will be supported through the LDWI grant program. [The Grantee will fund __ number of full time DWI law enforcement officers. Justification for the full-time officer(s) has been submitted and approved by DFA.]

3) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

4) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.