

ADMIN. SERVICES DIV.

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GRANTS MANAGEMENT BUREAU

SFC#2012-0083-SD/TRV  
2011 Edward Byrne JAG 10 Rev- REG III

Agreement Number: 11-JAG-10REV-REGIII-SFY12

### 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Agreement made and entered into this July 1 day of 2011, by and between the New Mexico Department of Public Safety, acting through the Grants Management Bureau (GMB) herein referred to as the "**BUREAU**" and the Santa Fe County Sheriff's Department, as the Fiscal Agency and the Santa Fe County Region III Multi-Jurisdictional Task Force, as the Program Agency herein, jointly referred to as the "**SUB-GRANTEE**".

**WHEREAS**, this Sub-grant Agreement is made by and between the Bureau and the Sub-grantee, pursuant to the authority of Public Law No. 108-447, Consolidated Appropriation Act, 2005, and NMSA 1978 Section 9-19-6 ; and

**WHEREAS**, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

**WHEREAS**, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The Department is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Sub-grantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to Sub-grantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary sub-grant information, and closes out the awards to BJA; and

**WHEREAS**, the JAG Program was established to streamline justice funding and grant administration and allow states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and condition Public Law 109-162, Title XI Department of Justice Reauthorization, Subtitle B Improving the Department of Justice's Grant Programs, Chapter 1 Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111 (Merger of the Byrne Formula Grant Program and Local Law Enforcement Block Grant Program). Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most; and

**WHEREAS**, it is necessary for the Sub-grantee to enter into this Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

**WHEREAS**, the Memorandum of Understanding (MOU) dated September 28, 2010 designates the Santa Fe County Sheriff's Department as fiscal agent for the Santa Fe County Region III Multi-Jurisdictional Task Force. This MOU authorizes the fiscal agent to expend and receive reimbursement of funds from the 2010 Edward Byrne Memorial Justice Assistance (JAG) Program for the purpose of reimbursing expenditures made to implement activities that qualify for funding under the JAG Program by the Santa Fe County Region III Multi-Jurisdictional Task Force; and

**WHEREAS**, the MOU between the Santa Fe County Sheriff's Department and the Santa Fe County Region III Multi-Jurisdictional Task Force dated September 28, 2010 is incorporated and made part of this Agreement, and attached hereto as Attachment A.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

## **SECTION ONE: PURPOSE**

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and evaluation activities that will improve or enhance law enforcement programs. The 2011 JAG solicitation can be found at <http://www.ojp.usdoj.gov/BJA/grant/11JAGLocalSol.pdf>.

## **SECTION TWO: SCOPE OF WORK**

1. The Sub-grantee agrees that it shall implement its program as detailed in their submitted 2011 Edward Byrne Justice Assistance Grant (JAG) Program's Application (attached and incorporated herein as Attachment B). The Sub-grantee must complete the Goals and Objectives Change Form (attached and incorporated herein as Attachment C) as well as the Revised Budget Detail Worksheet (attached and incorporated herein as Attachment D); and
2. The Sub-grantee agrees to make no change in its Application (attached and incorporated herein as Attachment B), Goals and Objectives Change Form (attached and incorporated herein as Attachment C), Revised Budget Detail Worksheet (attached and incorporated herein as Attachment D) or this Agreement, which includes, but is not limited to, Sub-grantee's goals and objectives and detailed budget without complying with the Bureau's amendment procedures provided in this Agreement and notifying the Bureau prior to any changes being made; and
3. The Sub-grantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detail program description is incorporated herein as part of the Sub-grantee's Application (attached and incorporated herein as Attachment B) and Goals and Objectives Change Form (attached and incorporated herein as Attachment C); and
4. The Sub-grantee agrees to provide all the necessary qualified personnel, material, and facilities to implement the program described herein; and

5. The Sub-grantee agrees to:
  - A. Conduct one (1) warrant roundup operation, with Probation and Parole; and
  - B. Continue to have a representative sit on the Drug Court Panel, through District Judge Vigil, and work with Drug Court in identifying an individual to address the public school system; and
  - C. Continue to reduce heroin trafficking and identify a major Drug Trafficking Operation (DTO), resulting in an Organized Crime Drug Enforcement Task Force (OCDETF) Investigation. Continue to reduce cocaine trafficking and identify a major DTO, resulting in an OCDETF Investigation. This would result in two OCDETF Investigations during the Fiscal Year.
  - D. Conduct at least two marijuana eradications.

### SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective July 1, 2011. This Agreement shall terminate on June 30, 2012; and
2. The amount being awarded in this Agreement should be expended during the period of July 1, 2011 through June 30, 2012; and
3. The Bureau will evaluate the Sub-grantee's Program's progress to determine if the Sub-grantee is on track to expend \$148,917.00 by June 30, 2012 and that the goals and objectives are being met; and
4. Future funding is contingent on the Department of Public Safety receiving sufficient 2012 Edward Byrne Justice Assistance Grant; and
5. No more than \$60,000 of the award amount will be paid toward the salary (excluding benefits) of director and/or coordinator; and
6. Administrative costs will be limited to no more than 5% of the amount awarded. Reimbursement for administrative costs, if made prior to the end of the grant term, must be proportionate (5% of actual expenditures) to the amount reimbursed on actual Program expenditures at the time a request for reimbursement is made; and
7. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in this Section, the Sub-grantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request an Sub-Grant Agreement extension; and
8. Upon receipt of the extension request, the Sub-grantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Sub-Grant Agreement to provide additional time for completion of the program. The maximum

allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the BJA.

#### **SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES**

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Act in the capacity as fiscal agent and fiduciary for this Program; and
2. Utilize the Agreement Number **(11-JAG-10REV-REGIII-SFY12)** on all correspondence and submittals to the Bureau; and
3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, Office of Management and Budget (OMB) Circular A-21, OMB Circular A-133, OMB Circular A-110, or any other applicable Circulars, rules, regulations, guidelines, and the Bureau of Justice Assistance (BJA) Program Manual; and
4. Must have the program commenced and operational within ninety (90) days of the last signatory executing this Agreement. If the Sub-grantee's program has not commenced or is not operational within ninety (90) days, the Sub-grantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Sub-grantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Sub-grantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs; and
5. Submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution; and
6. All amendment requests, including but not limited to, extension requests, program description changes, and requests to re-program funds, will start with an initial letter/email request to the Bureau. If the Bureau determines that a formal amendment is not necessary, the completion of the Sub-Grant Agreement form (attached and incorporated herein as Form 2) is not required and the Sub-grantee will receive approval via e-mail. If the Bureau determines that a formal amendment is required, the Sub-grantee will be required to submit a Letter of Justification outlining the requested changes on the sub-grantee's letterhead, a Sub-Grant Agreement Amendment and a Revised Budget Detail Worksheet. Any amendment request, unless otherwise waived in writing by the Bureau, must be received forty five days (45) days prior to the termination date of this Agreement; and
7. Prior to any overtime being reimbursed, the Bureau must receive, review for compliance, and approve in writing, the overtime policy for all participating agency(s) and a completed Overtime Certification (incorporated herein as Certification 5) ( if applicable), that will be reimbursed overtime under this Agreement; and

8. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and
9. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Agreement; and
10. Understands and agrees that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this award, including such records of any Sub-grantee, contractor, or sub-contractor; and
11. Understands and agrees that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Sub-grantee (or of any contractor or sub-contractor) regarding transactions related to this award; and
12. Required to have both fiscal and programmatic personnel attend the Grant Administration Training(s) sponsored by the Bureau yearly; and
13. The Sub-grantee agrees they will submit to the Bureau for review and approval of any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, through funds from this grant or any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-grantee describing programs funded in whole or in part with Federal funds. The Sub-grantee shall submit the above stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release and shall contain the following statement:

“This project was supported by Grant 2010-DJ-BX-0021 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.”

The current edition of the OJP Financial Guide provides guidance on allowable printing activities; and

14. The Sub-grantee must complete:

- A. Goals and Objectives Change Form, (incorporated herein as Attachment C), and

- B. Revised Budget Detail Worksheet (incorporated herein as Attachment D),

Both forms must be returned to the Bureau along with this Agreement. The Sub-grantee must complete all subsequent amendments to the Application in accordance with this Agreement.

## SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Bureau shall reimburse the Sub-grantee a sum up to, and not to exceed **\$148,917.00** and
2. No matching requirement exists for this program; and
3. The funds set forth in this Section - paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Bureau; and
4. Upon the completion of this Agreement, any portion of Sub-grantee's unexpended funds revert back to the New Mexico Department of Public Safety; and
5. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - A. One original Request for Reimbursement (RFR) (attached and incorporated herein as Form 3) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter following the last signatory executing this Agreement. The schedule is as follows:
    - Quarter 1: July 1<sup>st</sup> - September 30<sup>th</sup>, RFR due October 15<sup>th</sup>
    - Quarter 2: October 1<sup>st</sup> – December 31<sup>st</sup>, RFR due January 15<sup>th</sup>
    - Quarter 3: January 1<sup>st</sup> – March 31<sup>st</sup>, RFR due April 15<sup>th</sup>
    - Quarter 4: April 1<sup>st</sup> – June 30<sup>th</sup>, RFR due July 15<sup>th</sup>
  - B. One original **Final Request for Reimbursement** ("RFR") must be submitted to the Bureau for review and approval no later than **thirty (30) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Bureau will result in an Administrative Closeout by the Bureau. If an Administrative Closeout, as defined in the JAG Instructions (attached and incorporated herein as Form 1), takes place, it may have a negative impact on Sub-grantee's ability to obtain funding in the future; and
6. Prior authorization from the Bureau is required to submit a RFR with zero expenditure. The Bureau will not accept a RFR submitted with zero expenditure solely for compliance purposes and if a subsequent RFR requesting reimbursement for the reporting quarter will be considered late. This may have a negative impact on Sub-grantee's ability to obtain funding in the future; and.
7. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Bureau, the Sub-grantee is in violation of any section of this Sub-grant Agreement.

## **SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS**

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Sub-grantee is required to complete and submit programmatic report.

1. One original Performance Measure Tool (PMT) and Progress Report shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter following the last signatory executing this Agreement. The schedule is as follows:

Quarter 1: July 1<sup>st</sup> - September 30<sup>th</sup>, Progress Report due October 15<sup>th</sup>  
Quarter 2: October 1<sup>st</sup> – December 31<sup>st</sup>, Progress Report due January 15<sup>th</sup>  
Quarter 3: January 1<sup>st</sup> – March 31<sup>st</sup>, Progress Report due April 15<sup>th</sup>  
Quarter 4: April 1<sup>st</sup> – June 30<sup>th</sup>, Progress Report due July 15<sup>th</sup>

PMT can be accessed at [www.bjaperformancetools.org](http://www.bjaperformancetools.org)  
Progress Report Form will be provided by the Bureau; and

2. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Department of Public Safety Grants Management Bureau. The Bureau will notify the Sub-grantee of any additional reporting requirements as they are imposed.

## **SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS**

The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law; or
2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or
3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions; or
4. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding; or
5. Failing to submit reports; or
6. Filing a false certification in this application or in other reports or documents.

Before imposing sanctions, the Bureau will provide reasonable notice to the Sub-grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

## SECTION EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this Federal award 2010-DJ-BX-0021 the New Mexico Department of Public Safety agreed to the following Civil Rights; therefore the Sub-grantee must adhere to the same requirements:

1. Ensure Access to Federally Assisted Programs

Federal laws prohibit Sub-grantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits; and

2. Provide Services to Limited English Proficiency (LEP) Individuals

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Sub-grantees of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that Sub-grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>; and

3. Ensure Equal Treatment for Faith-Based Organizations

The Department of Justice developed a regulation at 28 C.F.R. pt. 38 specifically pertaining to the funding of faith-based organizations, entitled “Equal Treatment for Faith-Based Organizations” and known as the Equal Treatment Regulation, which requires that faith-based organizations be treated the same as any other applicant or Sub-grantee. The regulation prohibits the Department of Justice or the Bureau from making award or grant administration decisions on the basis of an organization’s religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. For more information on the regulation, please see Office for Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice’s website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by Sub-grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Bureau; and

4. Enforce Civil Rights Laws

All Sub-grantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Sub-grantees must comply with Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 794; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132. Accordingly, the Bureau may request information from the Sub-grantee in the event of an Office of Civil Rights (OCR) investigation and/or an OCR compliance review, to include but not limited to data showing that services are being provided equitably to all segments of the service population and that employment practices meet equal employment opportunity standards; and

5. Comply with the Safe Streets Act and Program Requirements

In addition to these general provisions, an organization that receives Federal funds through a sub-award understands and agrees that it is subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c)(1), and other Federal grant program requirements. In addition, Sub-grantee must meet these additional requirements:

- A. Comply with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and
- B. Submit to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 31.202(5)), and
- C. In the event a finding of discrimination against Sub-grantee results, after a due process hearing, on the ground of race, color, religion, national origin, or sex, Sub-grantee must submit a copy of the finding to OCR and the Bureau for review; and

6. Meeting the EEO Requirement

In accordance with Federal regulations, Sub-grantee must comply with the following EEO reporting requirements.

- A. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS a single award of \$500,000 or more in Federal US Department of Justice (DOJ) Funds, then an original EEO or EEO Short Form must be submitted within thirty (30) days of the award that includes a section specifically analyzing the sub-grantee (implementing) agency to the OCR, with a copy to the Bureau. For assistance in developing an EEO, contact a specialist at OCR by dialing (202) 616-3208. Should an EEO have already been submitted to the OCR encompassing the award period, sub-grantee shall submit to the Bureau a copy of the letter received from the OCR showing that an EEO has been accepted. In addition, the Sub-grantee has to complete Section A of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- B. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS, a single award for more than \$25,000 and less

than \$500,000, Sub-grantee must prepare an EEOP in accordance with 28 CFR 42.301, et seq, subpart E, that must be signed into effect by the proper authority and disseminated to all employees, and that is on file for review or audit by officials of OCR, as required by relevant laws and regulations. The Bureau reserves the right to request a copy of the EEOP. In addition, the Sub-grantee has to complete Section B of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.

- C. If Sub-grantee has received an award for less than \$25,000; and/or if the Sub-grantee has less than 50 employees, regardless of the amount of the award; and/or if Sub-grantee is a medical institution, educational institution, nonprofit organization or Indian tribe, then Sub-grantee is exempt from the EEOP requirement. However, Sub-grantee must complete Section A of the Certification Form (attached and incorporated herein as Certification 1) and submit the original Certification Form to OCR, with a copy to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.
- D. The Sub-grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Sub-grantee 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 Sub-grantee is in compliance; and

7. Ensure the Compliance of Sub-awardees

If Sub-grantee makes sub-awards to other agencies, Sub-grantee is responsible for assuring the agencies also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons.

Sub-grantee can find assistance in fulfilling these civil rights responsibilities by calling OCR at (202) 307-0690 or by visiting the website at [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/); and

- 8. The Sub-grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the GMB Financial Guide and the current edition of the Office of Justice Program (OJP) Financial Guide; and
- 9. The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Office of Justice Programs (OJP) Financial Guide, Chapter 24; and
- 10. The Sub-grantee 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 approval of OJP; and
- 11. The Sub-grantee must promptly refer to the DOJ OIG and the Bureau, any credible evidence that a principal, employee, agent, contractor, Sub-grantee, 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. Potential fraud, waste, abuse, or misconduct will be reported to the OIG and Bureau by mail to:

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), and;

New Mexico Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
PO BOX 1628  
Santa Fe, NM 87504-1628  
or fax: (505) 827-3398

12. The Sub-grantee 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 program activities. The Sub-grantee understands that the Bureau **will not reimburse** any portion of salaries paid for existing general fund employees/staff; and
13. The Sub-grantee understands the Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit; and
14. The Sub-grantee understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
15. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
16. The Sub-grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Sub-recipient is a high-risk grantee. Per C.f. 28 C.F.R. parts 66, 70.
17. The Sub-grantee is to support public safety and justice information sharing; OJP requires the sub-grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Sub-grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.

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 jurisdiction, 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. The Sub-grantee 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.
20. The Sub-grantee 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 Sub-grantee may be fined as per 42 U.S.C. 3789 g (c)-(d). Sub-grantee may not satisfy such a fine with federal funds; and
21. The Sub-grantee 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 Sub-grantee 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?area=policyAndPractice&page=1046>; and
22. The Sub-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; and
23. The Sub-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. Sub-grantee further agrees, as a condition of grant approval to submit a Privacy Certification (Certification 7) that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23; and
24. The Sub-grantee agrees to assist BJA and the Bureau in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, the Sub-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 Sub-grantee agrees to contact the BJA and the Bureau.

The Sub-grantee understands that this special condition applies to it 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 Sub-grantee 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:
  - (1) Result in a change in its basic prior use or
  - (2) Significantly change its size;
- D. Implementation of a new program involving the use of chemicals other than chemicals that are:
  - (1) Purchased as an incidental component of a funded activity and;
  - (2) 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 Sub-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 Sub-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 Sub-grantee's Existing Programs or Activities: For any of the Sub-grantee's existing programs or activities that will be funded by these grant funds, the Sub-grantee, upon specific request from and /or BJA and the Bureau, agrees to cooperate with BJA and the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity; and

- 25. The sub-grantee agrees that within 120 days of award acceptance, each 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. 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)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. 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. 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)).
- 26. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2010) the Bureau encourages Sub-grantees 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.

27. The Sub-grantee understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Salary schedule can be accessed at <http://www.opm.gov/oca/11tables/html/es.asp>.

The limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

28. The Sub-grantee 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 operate in his or her name); and

29. Per New Mexico State Statute, Chapter 29, Article 3, Section 11 Uniform Crime Reporting System every law enforcement agency in the state shall:

- a. Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department;
- b. Submit any other crime incident information as may be required by the department of public safety; and
- c. Use the state uniform statutory charge codes for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.
- d. The annual report and other statistical data reports generated by the department shall be made available to state and local law enforcement agencies and the general public.

30. The Sub-grantee agrees to have representation from every participating law enforcement agency within the region at mandatory Uniform Crime Reporting trainings held by the University of New Mexico – Institute for Social Research. Training must be completed within the grant period. Training dates will be determined at a later time.

## **SECTION NINE: SUB-GRANTEE AUDIT REQUIREMENTS**

The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular applicable to this program, as further described in the current edition of the OJP Financial Guide, Chapter 24.

1. Audits are due, to the Bureau, no later than nine months (9 months) following the end of the state fiscal year. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report; and
2. Submit the management letter responding to audit findings, if any with the audit report; and
3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report which may impact the fiscal and/or programmatic management of this grant.

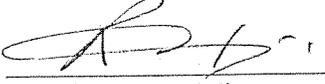
## **SECTION TEN: AMENDMENTS AND MODIFICATIONS**

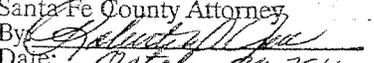
1. Amendments may be submitted by the Sub-grantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement. Guidelines for submitting Amendment requests are described in the Instruction Form (attached and incorporated herein as Form 1); and
2. The Bureau, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
3. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

SECTION ELEVEN: SUB-GRANTEE REPRESENTATIVE

The Sub-grantee hereby designates the person's listed below as the official Sub-grantee Representatives responsible for overall fiscal and programmatic supervision of the approved program.

By:   
Fiscal Representative

By:   
Program Representative

Printed Name: Teresa Martinez  
Approved as to form  
Santa Fe County Attorney  
By:   
Date: October 20, 2011

Printed Name: Sheriff Robert A. Garcia

Address:  
Santa Fe County Finance  
102 Grant Avenue  
Santa Fe, NM 87505

Address:  
Santa Fe County Sheriff's Office  
#35 Camino Justicia  
Santa Fe, NM 87508

Telephone No:  
(505) 995-2780

Telephone No:  
(505) 986-2456

Email:  
tsanchez@santafecounty.org

Email:  
ragarcia@santafecounty.org

## **SECTION TWELVE: AUTHORIZATION OF EXPENDITURES**

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the Bureau to the Sub-grantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

## **SECTION THIRTEEN: TERMS OF THE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

## **SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE**

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

## **SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Bureau or the Sub-grantee arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

## **SECTION SIXTEEN: SEVERABILITY**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

## **SECTION SEVENTEEN: TERMINATION**

1. The Bureau, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Bureau the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the Sub-grantee; and

2. This Agreement may be terminated by the Sub-grantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination, does not nullify Sub-grantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this Agreement.

## **SECTION EIGHTEEN: INSTRUCTIONS AND FORMS**

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.nm.org/>. Forms are incorporated into and made part of this Agreement upon completion.

- A. Instruction Form (Form 1)
- B. Sub-grant Agreement Amendment Form (Form 2)
- C. Request for Reimbursement (RFR) Form (Form 3)

## **SECTION NINETEEN: ATTACHMENTS**

Attachments listed below are incorporated into and made part of this Agreement:

- A. Memorandum of Understanding (Attachment A)
- B. Sub-grantee's Application (Attachment B)
- C. Uniform Crime Reporting (UCR) procedures (Attachment E)

Attachments listed below need to be completed and return to the Bureau along with this Agreement:

- A. Goals and Objectives Change Form (Attachment C)
- B. Revised Budget Detail Worksheet (Attachment D)

Attachments are incorporated and made part of this Agreement upon completion.

## **SECTION TWENTY: CERTIFICATIONS**

The below listed certifications need to be completed and return to the Bureau along with this Agreement:

- A. Certification of Compliance with Civil Right Regulations (Certification 1)
- B. Limited English Proficiency Certification (Certification 2)
- C. Standard Assurances Certification (Certification 3)
- D. Certification Regarding Lobbying; Debarment, Suspension & Other Responsible Matters and Drug-free Workplace Requirements (Certification 4)
- E. Overtime Certification, if applicable (Certification 5)
- F. Confidential Funds Certification, if applicable (Certification 6)
- G. Privacy Certification (Certification 7)

Certifications are incorporated and made part of this Agreement upon completion.

THEREFORE, the Sub-grantee and the Bureau do hereby execute this Agreement as witnessed by the signatures below:

**SUB-GRANTEE:**

By: Katherine Miller  
Signature of Certifying Official

Date: 10.28.11

Printed Name: Katherine Miller

Title: County Manager

By: Ralph Lopez  
Program Agency Director

Date: 11.9.11

Printed Name: Ralph Lopez

Title: Program Manager

Approved as to form  
Santa Fe County Attorney

By: Robert W. [Signature]  
Date: October 20, 2011

**DEPARTMENT OF PUBLIC SAFETY:**

By: Gorden E. Eden, Jr.  
Cabinet Secretary or Designee

Date: 11/21/11

Printed Name: Gorden E. Eden, Jr.

Reviewed as to legal form and sufficiency  
New Mexico Department of Public Safety, Office of Legal Affairs

By: [Signature]  
Chief Legal Counsel or Designee

Date: 9.20.11

Printed Name: John Wheeler

**AGREEMENT BETWEEN  
REGION III MULTI-JURISDICTIONAL  
DRUG ENFORCEMENT TASK FORCE  
AND  
COUNTY OF SANTA FE**

This agreement is entered into this \_\_ day of September 2010, between the REGION III MULTI-JURISDICTIONAL DRUG ENFORCEMENT TASK FORCE (hereinafter referred to as "Region III") and the COUNTY OF SANTA FE (hereinafter referred to as the "SF County").

WHEREAS, Region III is the largest organized multi-jurisdictional drug enforcement task force in Santa Fe County dealing with drug enforcement investigations and receives its funding through the New Mexico Department of Public Safety/Grants Management Bureau from the Bureau of Justice Administration, Justice Assistance Grant. In order for the funds to be utilized by Region III, it is necessary for Region III to name a Fiscal Agent to act on their behalf.

WHEREAS, Region III designates the County of Santa Fe as fiscal agent for the Region III Multi-Jurisdictional Drug Enforcement Task Force. This agreement authorizes the fiscal agent to expend and receive reimbursement of funds from the 2010 Justice Assistance Grant (JAG) through the Edward Byrne Memorial Justice Assistance Program for the purpose of reimbursing expenditures made to implement activities that qualify for funding under the JAG Program by the Region III Drug Task Force.

WHEREAS, the County desires to assist Region III by acting as Fiscal Agent.

NOW, THEREFORE, in consideration of the premises and mutual obligations set forth herein, the parties agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement specifies the obligations of both the County and Region III with respect to the County acting as Fiscal Agent for Region III in connection with the funding from the NM Department of Public Safety/Grants Management Bureau.

2. COUNTY OBLIGATIONS:

The County shall serve as Fiscal Agent for Region III for grants received from the NM Department of Public Safety/Grants Management Bureau. The County will be responsible for the expenditure of funds and for maintaining supporting records adequate to readily check the use of the grant and consistent with generally accepted accounting practices. In addition, the County will conduct the procurement of any services and/or equipment (in accordance with all applicable procurement rules, ordinances and regulations).

3. REGION III OBLIGATIONS:

REGION III shall be responsible for submitting all required reports to the funding organization and providing copies to the County for audit purposes. REGION III is responsible for all payments requests to the County and will provide proper documentation to substantiate all expenditures. REGION III will work closely with the Financial Services Department to ensure proper accounting and procurement processes are followed with all transactions.

4. TERM:

This AGREEMENT shall remain in full force and effect for an initial period of two (2) years from the date of this Agreement. This AGREEMENT may be renewed as determined by the continuation of funding up to a term equal to eight (8) years.

5. TERMINATION:

This AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) 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.

6. ASSIGNMENT:

REGION III shall not assign or transfer any interest in this AGREEMENT or assign any claims for money due or to become due under AGREEMENT without the prior written approval of the County.

7. HOLD HARMLESS:

REGION III shall indemnify and defend the County and hold the County harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of REGION III in performing (or omitting to perform) services hereunder. The County shall indemnify and defend REGION III and hold REGION III harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the County in performing (or omitting to perform) services hereunder.

8. APPROPRIATION/USE OF FUNDS:

The terms of this AGREEMENT and all agreements payable hereunder are contingent upon sufficient funding received through the New Mexico Department of Public Safety/Grants Management Bureau to REGION III. The County is not required to make financial commitments towards this project, but shall endeavor to support the project through in-kind resources to help ensure the best possible outcome.

9. NOTICES:

Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the County:

County of Santa Fe  
ATTN: Katherine Miller  
Santa Fe County Manager  
P.O. Box 276 – 102 Grant Ave.  
Santa Fe, NM 87504 – 0276  
Fax: (505) 986-6362

For notice to Region III:

Region III Drug Task Force  
ATTN: Ralph Lopez  
Program Manager  
P. O. Box 23118  
Santa Fe, NM 87502  
Fax: (505) 471-7022

10. MERGER/AMENDMENT:

This AGREEMENT represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants and understandings between the parties concerning the same have been merged into this written AGREEMENT. This AGREEMENT shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

11. APPLICABLE LAW:

This AGREEMENT shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, both the County and Region III have caused this Agreement to be duly executed.

COUNTY OF SANTA FE

REGION III MULTIJURIDICTIONAL  
DRUG TASK FORCE

By: Katherine Miller  
Katherine Miller, Santa Fe County Manger

By: Ralph Lopez  
Ralph Lopez, Program Manager

Date: 10-28-11

Date: 9/28/10

Approved as to form  
Santa Fe County Attorney

By: [Signature]  
Date: 9-27-10

[Signature] 10/1/10

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU (GMB)  
BUDGET DETAIL WORKSHEET**

**1. 200 CATEGORY COSTS**

**1a. Personnel - 200** – List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Identify matching contribution in parenthesis.

| Name/Position                                                                                                                                   | Computation                                                                                              | Cost                |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------|
| <b>1025</b> - Overtime Reimbursement for Santa Fe County Agents assigned to Region III & Deputies assisting the Region on a case by case basis. | Current Agent assigned \$25.4707 X 1.5 = \$38.2060 & Other Deputies that assist on a case by case basis. | \$ 19,071.15        |
| <b>1026</b> - Region III Coordinator/Program Manager                                                                                            | \$26.7521 X 1219 = \$32,616.25                                                                           | \$ 32,616.25        |
| <b>1026</b> - Administrative Assistant                                                                                                          | \$18.2552 X 1219 = \$22,283.75                                                                           | \$ 22,283.75        |
| <b>1a. Sub-Total Federal Funds</b>                                                                                                              |                                                                                                          | <b>\$ 73,971.15</b> |

**1b. Fringe Benefits - 200** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Identify matching contribution in parenthesis.

| Type                                                                   | Computation                                                                                                                                                                | Cost                |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>2001-2008</b> - Benefits for Region III Coordinator/Program Manager | FICA Regular - 6.2%, FICA Medicare - 1.45%, Retirement Contributions - 22.3%, Retiree Health - 1.3%, Workers Comp - \$2.30 Per Quarter                                     | \$ 9,316.88         |
| <b>2001-2008</b> - Benefits for Administrative Assistant               | FICA Regular - 6.2%, FICA Medicare - 1.45%, Retirement Contributions - 22.3%, Group Insurance 15 1/2 Pay Periods, Retiree Health - 1.3%, Workers Comp - \$2.30 Per Quarter | \$ 8,183.12         |
| <b>1b. Sub-Total Federal Funds</b>                                     |                                                                                                                                                                            | <b>\$ 17,500.00</b> |

**Justification Personnel and Fringe Benefits** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

**1025** - Overtime reimbursement to Santa Fe County for Agents assigned to Region III and for Other Santa Fe County Deputies who assist on a case by case basis.

**1026** - Full-time salary for Region III Coordinator/Program Manager who coordinates the direction of the Region III Drug Task Force. He answers to a Board of Directors consisting of Department Heads representing the four Counties. Regulates the efforts of these four Counties: Santa Fe, Rio Arriba, Los Alamos, and Taos, which includes





**3e. Confidential Funds – 400** - confidential funds are those monies allocated to **Purchase of Service (P/S)** which includes effects to create or establish the appearance of affluence for undercover purposes, within reasonable limits. **Purchase of Evidence (P/E)** for purchase of evidence and/or contraband, such as narcotics. **Purchase of Information (P/I)** which includes the payment of monies to an informant for specific information.

| Description                        | Computation | Cost                |
|------------------------------------|-------------|---------------------|
| 7042 - Confidential Funds          |             | \$ 30,000.00        |
| <b>3e. Sub-Total Federal Funds</b> |             | <b>\$ 30,000.00</b> |

**Justification Confidential Funds** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

7042 - Confidential Funds are for the purpose of purchasing evidence, information, and services, which will comply with the OJP Financial Guide. With these funds Agents are able to pay confidential informant's expenses and purchase narcotics to pursue case investigations. The Agents also use the funds as flash rolls when necessary to conduct buy-bust operations.

**3f. Other Costs – 400** – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months. Identify matching contribution in parenthesis.

| Description                        | Computation | Cost        |
|------------------------------------|-------------|-------------|
|                                    |             | \$ -        |
|                                    |             | \$ -        |
| <b>3f. Sub-Total Federal Funds</b> |             | <b>\$ -</b> |

**Justification Other Costs** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

|                                          |  |                     |
|------------------------------------------|--|---------------------|
| <b>Total 400 Category</b>                |  | <b>\$ 37,445.85</b> |
| (line 3a. + 3b. + 3c. + 3d. + 3e. + 3f.) |  |                     |

## BUDGET SUMMARY

| Budget Category             | Costs                |
|-----------------------------|----------------------|
| Personnel Services -200     | \$ 73,971.15         |
| Fringe Benefits - 200       | \$ 17,500.00         |
| <b>200 - Category Total</b> | <b>\$ 91,471.15</b>  |
| Contractual Services - 300  | \$ 20,000.00         |
| <b>300 - Category Total</b> | <b>\$ 20,000.00</b>  |
| Travel - 400                | \$ -                 |
| Equipment - 400             | \$ -                 |
| Supplies - 400              | \$ -                 |
| Administrative Costs - 400  | \$ 7,445.85          |
| Confidential Funds - 400    | \$ 30,000.00         |
| Other Costs - 400           | \$ -                 |
| <b>400 - Category Total</b> | <b>\$ 37,445.85</b>  |
| <b>Total Program Cost</b>   | <b>\$ 148,917.00</b> |

**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU**

**GOALS AND OBJECTIVES CHANGE FORM**

Name of Sub-grantee: Santa Fe County Region III Multi-Jurisdictional Task Force

Sub-grant Number: 11-JAG-10REV-REGIII-SFY12

Sub-grant Amount: \$148,917.00

If Application **is fully** funded by the Bureau, the Sub-grantee does not have to complete this form; the goal and objectives outlined in the Application will be used as your program's goals and objectives.

Check here if program was fully funded as requested in Application.

If Application **is not fully** funded, then Sub-grantee must complete this form outlining the changes made to program goals and objectives due to the reduction in funding **and complete** a revised Budget Detail Worksheet, outlining the financial changes made to program due to the reduction in funding.

Check here if the goals and objectives have remained the same as in original application.

Goal and/or objective # ONE

Goal and/or objective as originally stated in application:

Involve the smaller agencies within the Region through the assignment of a part-time or resident agent.

Changes being made to goal and/or objective: Requested change to drop this Goal, due to the fact smaller agencies do not have sufficient manpower to assign an agent to Region III.

Goal and/or objective # TWO

Goal and/or objective as originally stated in application:

To conduct two warrant roundup operations within Region III.

Changes being made to goal and/or objective:

Reduce this Goal from two; to one (1) warrant roundup operation during the Fiscal Year.

Goal and/or objective # FOUR

Goal and/or objective as originally stated in application:

Reduce the amount of heroin trafficking within the Region and identify two heroin D.T.O.'s.

Change being made to goal and or objective:

Reduce this Goal from two; to one (1) major heroin Drug Trafficking Organization.

GMB Approval: \_\_\_\_\_

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

11/21/11

Goal and /or objective # FIVE \_\_\_\_\_

Goal and /or objective as originally stated in application:

Reduce the amount of cocaine trafficking within the Region and identify two cocaine D.T.SO.'s.

Change being made to goal and or objective:

Reduce this Goal from two; to one (1) major cocaine Drug Trafficking Organization.

Goal and/ or objective # SIX \_\_\_\_\_

Goal and / or objective as originally stated in application:

To conduct four Marijuana Eradication Missions within the boundaries of Region III.

Change being made to goal and or objective:

Reduce from four Eradication Missions, to; two Missions.

GMB Approval: \_\_\_\_\_ Date: \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS  
FOR SUB-GRANTS ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY

**Instructions:** Complete the identifying information, which is found on the sub-grant agreement, in the table below. Read the form completely, identifying, under "I", the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under "I" and return the original to the Department of Public Safety, Grants Management Bureau, along with your sub-grant agreement, program description, and budget summary. **(sub-grant agreements will not be accepted without this form).**

|                                                                                         |                                                                  |                                    |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------|
| Grant #: <u>11-JAG-10REV-REGIII-SFY12</u>                                               | Grant Project Title: <u>Multi-Jurisdictional Drug Task Force</u> |                                    |
| Sub-grantee Name: (Funded Entity) <u>Santa Fe County/Region III</u>                     |                                                                  |                                    |
| Address:<br><u>102 Grant Ave., P. O. Box 276</u><br><u>Santa Fe, NM 87504-0276</u>      |                                                                  |                                    |
| Award Period: From: <u>July 1, 2011</u>                                                 | To: <u>June 30, 2012</u>                                         | Award Amount: \$ <u>148,917.00</u> |
| Project Director's Name & Phone: <u>Ralph W. Lopez, Program Manager, (505) 473-7021</u> |                                                                  |                                    |

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above sub-grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All sub-grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).
  - I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the **Department of Public Safety, Grant Accountability & Compliance Section within 30 days of the finding**, and/or if the finding occurred prior to the grant award beginning date, within 30 days of the grant award beginning date. A copy of this certification will be provided to this person, as identified here:

|                                                                                                   |                                                                     |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Person responsible for reporting civil rights findings of discrimination: (Name, address & phone) |                                                                     |
| Name:                                                                                             | <u>Bernadette Salazar, Santa Fe County Human Resources Director</u> |
| Address:                                                                                          | <u>102 Grant Ave., P. O. Box 276, Santa Fe, NM 87504-0276</u>       |
|                                                                                                   | Phone: <u>(505) 992-9886</u>                                        |

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY THE ONE** APPROPRIATE CERTIFICATION (A, B, C1, C2 below) that applies to this sub-grantee agency during the period of the grant duration noted above.

**CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2), OR (3) BELOW APPLY]**  
This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply).

\_\_\_\_\_ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

\_\_\_\_\_ (2) has less than 50 employees; and/or

\_\_\_\_\_ (3) was awarded through this grant from the Department of Public Safety less than \$25, 000 in the Federal U.S. Department of Justice Funds.

**CERTIFICATION "B" (EEOP MUST BE ON FILE)**  
This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Department of Public Safety, more than, \$25,000, but less the \$500, 000 in federal U.S. Department of Justice Funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq, subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Department of Public Safety or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

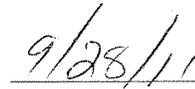
**CERTIFICATION "C" (EEOP MUST BE SUBMITTED)**  
This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Department of Public Safety more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 30 days of the award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the sub-grantee (implementing) agency.

Therefore, I hereby certify that the funded entity will submit, within 30 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the sub-grantee (implementing) agency, (if you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office of Civil Rights showing that your EEOP is acceptable.

As the Authorized Official for the above sub-grantee, I Certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

  
\_\_\_\_\_  
[Authorized Officials Signature]

  
\_\_\_\_\_  
Date

Bernadette Salazar  
\_\_\_\_\_  
[Typed Name]

  
\_\_\_\_\_  
Title

**LIMITED ENGLISH PROFICIENCY  
CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
FOR SUB-GRANTS ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY**

**Instructions:** Complete the identifying information, which is found on the sub-grant agreement, in the table below. Read the form completely. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under "I" and return the original to the Department of Public Safety, Grants Management Bureau (GMB), along with your sub-grant agreement, program description, and budget summary. **(sub-grant agreements will not be accepted without this form).**

|                                                                                         |                                                                  |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Grant #: <u>11-JAG-10REV-REGIII-SFY12</u>                                               | Grant Project Title: <u>Multi-Jurisdictional Drug Task Force</u> |
| Sub-grantee Name: (Funded Entity) <u>Santa Fe County / Region III</u>                   |                                                                  |
| Address: <u>102 Grant Ave., P. O. Box 276</u>                                           |                                                                  |
| <u>Santa Fe, NM 87504-0276</u>                                                          |                                                                  |
| Award Period: From: <u>July 1, 2011</u>                                                 | To: <u>June 30, 2012</u> Award Amount: \$ <u>148,917.00</u>      |
| Project Director's Name & Phone: <u>Ralph W. Lopez, Program Manager, (505) 473-7021</u> |                                                                  |

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above sub-grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Sub-grant recipients must certify that Limited Proficiency persons have meaningful access to the services under this program(s). National Origin includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure the LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Sub-Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or ;
2. the frequency with which LEP individuals come in contact with the program;
3. the nature and importance of the program, activity, or service provided by the program to people's lives; and
4. the resources available to the sub-recipient or agency, and costs. As indicated above, the intent of this guidance is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, or small nonprofits.

The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance documents can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

|                                                                          |
|--------------------------------------------------------------------------|
| Person responsible for certification compliance: (Name, address & phone) |
| Name: <u>Katherine Miller, County Manager</u>                            |
| Address: <u>102 Grant Ave., P. O. Box 276</u>                            |

Santa Fe, NM 87504-0276

Phone: (505) 986-6200

As the Authorized Official for the above sub-grantee, I Certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Katherine Miller  
[Authorized Officials Signature]

10.28.11  
Date

Katherine Miller  
[Typed Name]

County Manager  
Title

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: November 24, 2011

**New Mexico Department of Public Safety  
Grants Management Bureau**

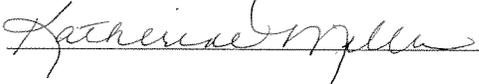
**STANDARD ASSURANCES**

The Sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements).

**The applicant also specifically assures and certifies that:**

1. It has the legal authority to accept federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the Bureau or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency and the Bureau, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency and the Bureau (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any sub awardees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity--
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

As the duly authorized representative of the sub-grantee, I hereby certify that the sub-grantee will comply with the above certifications.

1. Sub-grant Number: 11-JAG-10REV-REGIII-SFY12      2. Sub-grantee Name (funded entity): Santa Fe County / Region III  
3. Sub-grantee Address: 102 Grant Ave., P. O. Box 276, Santa Fe, NM 87504-0276  
4. Type/Print Name and Title of Authorized Representative: Katherine Miller, County Manager  
5. Signature:       6. Date: 10-28-11

*New Mexico Department of Public Safety  
Grants Management Bureau*

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Sub-recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 records, 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an on-going drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
Santa Fe, NM 87504

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Lobbying; Debarment, Suspension & Other Matters Certification

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
Santa Fe, NM 87504

---

As the duly authorized representative of the sub-grantee, I hereby certify that the sub-grantee will comply with the above certifications.

1. Sub-grant Number: 11-JAG-10REV-REGIII-SFY12

2. Sub-grantee Name (funded entity): Santa Fe County / Region III

3. Sub-grantee Address: 102 Grant Avenue, P. O. Box 276  
Santa Fe, NM 87504-0276

4. Type/Print Name and Title of Authorized Representative: Kath<sup>erine</sup>~~leen~~ Miller,  
County Manager

Signature: *Katherine Miller*

6. Date: 10-28-11

Approved as to form  
Santa Fe County Attorney  
By: *Robert W. [Signature]*  
Date: October 26, 2011

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

Overtime Certification

On behalf of Santa Fe County Sheriff's Department, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with Santa Fe County overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 40 hours in a 5 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 5 day period.

I certify that any  Holiday,  Vacation,  Comp time,  Sick leave,  Annual leave,  Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

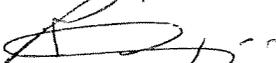
In accordance with Santa Fe County overtime policy/Union Contract, I certify that our civilian employees work week consists of 40 hours in a 5 day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 5 day period.

I certify that any  Holiday,  Vacation,  Comp time,  Sick leave,  Annual leave,  Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

Santa Fe County  
Full Name of Sub-recipient

  
Signature of Certifying Official

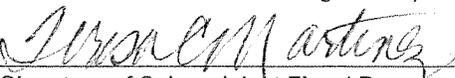
9-22-11  
Date

Robert A. Garcia, Sheriff  
Printed Name and Title of Certifying Official

  
Signature of Sub-recipient Program Representative

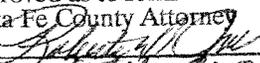
9-22-11  
Date

Ralph W. Lopez, Program Manager  
Printed Name and Title of Program Representative

  
Signature of Sub-recipient Fiscal Representative

10/27/11  
Date

Teresa Martinez, Santa Fe County Finance Director  
Printed Name and Title of Fiscal Representative

Approved as to form  
Santa Fe County Attorney  
By:   
Date: October 20, 2011

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

Overtime Certification

On behalf of Santa Fe City Police Department, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with City of Santa Fe overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 40 hours in a 7 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of \_\_\_ hours in a \_\_\_ day period.

I certify that any X Holiday, \_\_\_ Vacation, X Comp time, \_\_\_ Sick leave, \_\_\_ Annual leave, X Other (specify) Administrative Leave, shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

In accordance with \_\_\_\_\_ overtime policy/Union Contract, I certify that our civilian employees work week consists of \_\_\_ hours in a \_\_\_ day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 ½) times their regular rate of pay for all actual hours worked in excess of \_\_\_ hours in a \_\_\_ day period.

I certify that any \_\_\_ Holiday, \_\_\_ Vacation, \_\_\_ Comp time, \_\_\_ Sick leave, \_\_\_ Annual leave, \_\_\_ Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

Santa Fe City Police Department

Full Name of Sub-recipient

Signature of Certifying Official

Ray Rael, Chief

Printed Name and Title of Certifying Official

Signature of Sub-recipient Program Representative

Ralph W. Lopez, Program Manager

Printed Name and Title of Program Representative

Signature of Sub-recipient Fiscal Representative

Laura A. Vigil, Accounting Supervisor

Printed Name and Title of Fiscal Representative

Date

Date

Date

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

**Overtime Certification**

On behalf of New Mexico Corrections Department / Adult Probation/Parole, I as the Certifying Official certify that I have read, understand and agree to abide by all of the conditions for Overtime Pay as set forth in the current rules of the Fair Labor Standards Act (FLSA) regulations, the OJP Financial Guide and the GMB Financial Guide.

**LAW ENFORCEMENT OFFICERS/COMMISSIONED EMPLOYEES**

In accordance with New Mexico Corrections Department overtime policy/Union Contract/Bargaining Agreement, I certify that our law enforcement officers work week consists of 40 hours in a 5 day period.

**Overtime Premium Pay**

I certify that law enforcement officers shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of 40 hours in a 5 day period.

I certify that any  Holiday,  Vacation,  Comp time,  Sick leave,  Annual leave,  Other (specify) Administrative Leave, shall be considered as time worked for calculating actual hours worked for above specified work period.

**CIVILIAN/NON-COMMISSIONED EMPLOYEES**

In accordance with \_\_\_\_\_ overtime policy/Union Contract, I certify that our civilian employees work week consists of \_\_\_\_\_ hours in a \_\_\_\_\_ day period.

**Overtime Premium Pay**

I certify that civilian employees shall become eligible to be compensated at one and one half (1 1/2) times their regular rate of pay for all actual hours worked in excess of \_\_\_\_\_ hours in a \_\_\_\_\_ day period.

I certify that any \_\_\_\_\_ Holiday, \_\_\_\_\_ Vacation, \_\_\_\_\_ Comp time, \_\_\_\_\_ Sick leave, \_\_\_\_\_ Annual leave, \_\_\_\_\_ Other (specify) \_\_\_\_\_, shall be considered as time worked for calculating actual hours worked for above specified work period.

New Mexico Corrections Department/Adult Probation/Parole

Full Name of Sub-recipient

Rose Bobchak

Signature of Certifying Official

9/27/11

Date

Rose Bobchak, Region I Manager

Printed Name and Title of Certifying Official

Ralph W. Lopez  
Signature of Sub-recipient Program Representative

9/27/11

Date

Ralph W. Lopez, Program Manager

Printed Name and Title of Program Representative

Theresa Larragoite  
Signature of Sub-recipient Fiscal Representative

9/27/11

Date

Theresa Larragoite, Business Manager

Printed Name and Title of Fiscal Representative

NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU

**Confidential Funds Certification**

On behalf of the Sub-recipient named below, I as the Certifying Official certify that I have read, understand and agree to abide by all the conditions for confidential funds as set forth in the current OJP Financial Guide.



\_\_\_\_\_  
Signature of Certifying Official

Robert Garcia

\_\_\_\_\_  
Printed Name of Certifying Official

Sheriff; Santa Fe County

\_\_\_\_\_  
Title of Certifying Official

Santa Fe County, Santa Fe New Mexico

\_\_\_\_\_  
Full Name of Sub-recipient

DATE:           OCTOBER 06, 2011

TO WHOM IT MAY CONCERN:

The Privacy Certification is attached to this application as required. It has to be signed by the Region III Board Chairman, who is Captain Juan Martinez from the State Police. This will be done before the application is returned back to the Department of Public Safety.

Ralph Lopez

A handwritten signature in black ink, appearing to read 'Ralph Lopez', with a long, sweeping horizontal stroke extending to the right.

Program Manager  
Region III Task Force



# REGION III DRUG ENFORCEMENT TASK FORCE

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

## BOARD OF DIRECTORS

Captain Juan Martinez  
New Mexico State Police  
Chairman

W/C William Johnson  
Vice-Chairman  
Santa Fe Police  
Department

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

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

## PRIVACY CERTIFICATE

Grantee 1, Santa Fe County Region III Multi-Jurisdictional Task Force, certifies that data identifiable to a private person will not be used or revealed, except as authorized in 28 CFR Part 22, Section 22.21 & 22.22.

### Brief Description of Project (required by 28 CFR 22.23 (b) :

For fiscal year 2011, Region III was funded \$148,917.00 from the Department of Public Safety through the American Recovery and Reinvestment Act, Grant Program. These funds will allow Region III to continue operations. The funding will re-establish the Region to its fullest capabilities. This will include, overtime, contingency monies, training, vehicle maintenance for the Region's aging fleet, and to reinstate the Program Manager and Administrative Assistant to their full-time positions.

The geographic area of Region III consists of four counties; Santa Fe, Los Alamos, Rio Arriba, and Taos. These counties encompass 10,080 square miles and have a population that exceeds 218,000. There are eight law enforcement agencies, two judicial districts, Eight Northern Pueblos, and the Jicarilla Apache Tribe in Dulce, New Mexico.

For the twentieth consecutive year, Santa Fe County will act as fiscal agent for Region III. For the eleventh consecutive year, NM State Police will continue their role as lead agency in overseeing operations. The NM State Police have an assigned Lieutenant and an Operational Sergeant both on a full-time basis. The Lieutenant works with the Program Manager on administrative duties and the Sergeant is in charge of all operations that are conducted through the Region. He is assisted by a Sergeant assigned from the Santa Fe City Police Department.

The Region's manpower comes from one of the four counties within our jurisdictional boundaries. The following agencies have agents assigned to the Region; State Police, three agents, Santa Fe Police Department, one Sergeant two agents and Santa Fe County Sheriff's Department, one agent. All eight law enforcement agencies within the Region offer additional resources when operations are conducted within their boundaries.

Region III maintains an updated Policy and Procedure Manual which is adhered to. The Executive Board for Region III consists of representatives from the agencies who have manpower assigned to the Region and meetings are held quarterly.

Region III's remote location along with the economic structure and cultural upbringing of the inhabitants, particularly in the northern counties, has created a haven for drug traffickers that has been in place for decades. This has resulted in an increase in drugs and related crimes; such as property crimes, commercial and residential burglaries, larcenies, and to some degree violent crimes.

The counties of Region III continue to increase in population and have become extremely popular for the Mexican Nationals. This ethnic group is also occupying the surrounding Indian Pueblos in order to conceal their identity and criminal activities; they have become the main contributors to drug activity by supplying heroin, cocaine, and marijuana.

The drug of choice within Region III has shifted slightly from heroin to cocaine. The amounts of cocaine and heroin being sold at street level have increased in quantity, resulting in an abundance of street level dealers. Large purchases of these drugs can be made, but it appears the purity levels are lower and the prices have remained consistent. Even with the increased security at the US / Mexican border, there has been no visible reduction in the supply of drugs flowing into Northern New Mexico.

Prescription drugs are becoming a problem. They are being used as a replacement drug for heroin or cocaine. Oxycotin, which is a pharmaceutical pain reliever, can be a substitute for heroin, as it offers reliable strength and dosage levels. Oxycotin in conjunction with Lortab and Hydrocodone are in high demand at street level.

The approach to the seriousness of the drug problem by Region III also has an impact on related crimes; such as property crimes, burglaries, commercial and residential, larcenies, shoplifting, and violent crimes. Region III continues to pursue illicit drug traffickers within our boundaries, focusing on all levels of investigations. Targeting major drug traffickers (DTOs) remains our main goal. These cases will be worked in conjunction with federal agencies, through OCDEFT investigations.

Grantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR, 22.27 that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project maybe terminated at any time. In addition, grantee certifies that where findings in a project cannot, by virtue of sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project maybe terminated at any time as required by 28 CFR §22.23(b)(4):

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

Grantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b) (7):

Grantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b) (6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

Procedures for data storage, as required by 28 CFR §22.23(b) (5):

Grantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Grantee also certifies that NIJ will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data...

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

Name and title of individual with the authority to transfer data:

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Grantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Grantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b) (2):

Grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to insure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index:

Procedures for the final disposition of data, as required by 28 CFR §22.25:

Name and title of individual authorized to determine the final disposition of data:

Grantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

Grantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Grantee certifies that the procedures described above are correct and shall be carried out.

Grantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

Grantee certifies that NIJ shall be notified of any material change in any of the information provided in this Privacy Certificate.

Signature (s):

Ralph Lopez, Program Manager Region III (Principal Investigator)

  
Robert Garcia, Sheriff Santa Fe County and Secretary Treasure Region III  
(Institutional Representative)

Date: 11-9-11

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Ralph Lopez, Program Manager Region III (Principal Investigator)



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(Institutional Representative)

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