

# REGION III DRUG ENFORCEMENT TASK FORCE

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



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Santa Fe County  
Sheriff's Department

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

## MEMORANDUM

DATE: December 13, 2016

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

CC: Katherine Miller, County Manager

FROM: Don D. Moya, Interim Finance Division Director

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

RE: Resolution No. 2017 - \_\_\_\_, A Resolution Requesting to  
Realign the FY2017 Budget for The 2016 Edward Byrne Justice  
Assistance Grant Program to The Actual Grant Amount  
Awarded Resulting in A Budget Decrease / - \$4,000.00.  
(Finance/Don D. Moya)

## BACKGROUND:

Region III Task Force is requesting approval of a Resolution through the Board of County Commissioners to realign the FY2017 budget for the 2016 Edward Byrne Justice Assistance Grant Program to the actual grant amount awarded resulting in a budget decrease of \$4,000.00. (246-1204).

## ISSUE:

The FY2017 budget included an estimated amount for the Region III program based on the request that was submitted for the 2016 Edward Byrne Justice Assistance Grant Program; however, the actual grant amount awarded was \$4,000.00 less than the requested amount. These funds will be used for salary and wages, employee benefits, contractual overtime for outside agencies and sheriff's expenses.

## RECOMMENDATION:

Region III is requesting approval to realign the FY2017 budget for the 2016 Edward Byrne Justice Assistance Grant Program to the actual grant amount awarded resulting in a budget decrease of \$4,000.00.

Your consideration will be greatly appreciated.

# SANTA FE COUNTY

## RESOLUTION 2017 - \_\_\_\_\_

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

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

Department / Division: Sheriff's Office / Region III Fund Name: Edward Byrne Justice Assistance Grant Program (JAG)

Budget Adjustment Type: Budget Decrease Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1204	372	08.00	Federal Grants / Drug Enforcement (Reg. III)		4,000.00
TOTAL (if SUBTOTAL, check here )						4,000.00

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1204	425	10.25	Overtime		2,000.00
246	1204	425	10.26	Term Employee		9,773.00
246	1204	425	20.01	FICA - Regular		606.00
246	1204	425	20.02	FICA - Medicare		141.00
TOTAL (if SUBTOTAL, check here )						12,520.00

Requesting Department Approval: \_\_\_\_\_ Title: Sheriff Date: 2-13-16

Finance Department Approval: \_\_\_\_\_ Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

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

# SANTA FE COUNTY

## RESOLUTION 2017 - \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
TOTAL (if SUBTOTAL, check here )						

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY/LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1204	425	20.03	Retirement Contributions		2,008.00
246	1204	425	20.05	Healthcare		1,251.00
246	1204	425	20.06	Retirement Health Care		195.00
246	1204	425	20.08	Workers Comp	2.00	
246	1204	425	50.03	Contractual / Professional	912.00	
246	1204	425	73.02	Sheriff's Expenses	11,060.00	
TOTAL (if SUBTOTAL, check here )					11,974.00	15,974.00

# SANTA FE COUNTY

## RESOLUTION 2017 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

DEPARTMENT CONTACT: Name: Lt. Scott McFaul, Program Manager Dept/Div: Sheriff's Office / Region III Phone No.: 670-5791

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

- 1) Please summarize the request and its purpose.

Request is to realign the FY2017 budget for the 2016 Edward Byrne Justice Assistance Grant Program to the actual grant amount awarded resulting in a budget decrease of \$4,000.00.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10.25	Decrease Overtime Budgeted Amount	Permanent	Deputies
10.26	Decrease Term Employee Budgeted Amount	Term	Administrative Assistant

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

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
50.03	Increase of Contractual / Professional for overtime for outside agencies	\$912.00

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

# SANTA FE COUNTY

## RESOLUTION 2017 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Lt. Scott McFaul, Program Manager Dept/Div: Sheriff's Office/Region III Phone No.: 670-5791

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

• 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:

• a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.

b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

Please refer to attached Award Letter from Department of Public Safety/Grants Management Bureau, for 2016 Edward Byrne Justice Assistant Grant Program Award, in the amount of \$116,000.00.

• c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

• d) Please identify other funding sources used to match this request.  
There are no other funding sources to match this request.

**SANTA FE COUNTY**  
**RESOLUTION 2017- \_\_\_\_\_**

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

Approved, Adopted, and Passed This 10th Day of January, 2017.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
BCC Chairperson

**ATTEST:**

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

Sub-Recipient Name: County of Santa Fe  
Award Amount: \$116,000  
Grant Term: October 1, 2016 –  
September 30, 2017

Sub-Grantee Agreement Number: 16-JAG-REG3-SFY17  
Sub-Recipient DUNS number: 053297131

2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Agreement made effective October 1, 2016, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "BUREAU" and the County of Santa Fe, serving as the Fiscal/Fiduciary Agency on behalf of Region III Multi-Jurisdictional Task Force as the Program 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. 114-113, Consolidated Appropriation Act, 2016, and NMSA 1978 Section 9-19-6; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) (See also Circular No. A-133 (O.M.B)) 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 submits the close out of 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 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

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, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2016 JAG award is as follows:

**Federal Award Identification Number: 2016-DJ-BX-0443**

**Award Date: September 14, 2016**

**Amount Awarded: \$1,649,109**

**Total Sub-Recipient Pass through: \$724,288.62**

**Federal Award Identification Number: 107000275**

### SECTION TWO: SCOPE OF WORK

1. The Sub-Grantee agrees that it shall implement its program as detailed in their submitted 2016 Edward Byrne Justice Assistance Sub-grant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the Sub-Grantee shall use grant funds to achieve the following goals and objectives:
  - **Reduce the amount of Heroin Trafficking within Region III.**
    - To have a positive impact on Heroin Trafficking within the Region, especially in Santa Fe and Rio Arriba Counties, through intense investigations by concentrating on street-level and mid-level dealers.
  - **Reduce the amount of Cocaine Trafficking within Region III.**
    - To have a positive impact on Cocaine Trafficking within the Region, especially in Santa Fe and Rio Arriba Counties, through intense investigations by concentrating on street-level and mid-level dealers.
  - **Reduce the amount of Methamphetamine Trafficking within Region III.**
    - To have a positive impact on Methamphetamine Trafficking within the Region, especially in Santa Fe and Rio Arriba Counties, through intense investigations by concentrating on street-level and mid-level dealers.
2. The Sub-Grantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of 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.
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 A).
4. The Sub-Grantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

**SECTION THREE: TERMS OF THIS AGREEMENT**

1. This Agreement shall become effective October 1, 2016, and shall terminate on September 30, 2017.
2. The Bureau shall evaluate the Sub-Grantee's program's progress to determine if the Sub-Grantee is on track to expend funds by the end of the Agreement period. Spending reviews will occur at mid-year and after the third quarter. If it appears funds will not be fully spent by the end of the Agreement period, the Bureau, working with the Sub-Grantee, may amend the Agreement's budget to revert funds prior to the end of the Agreement period in order to make the funds available for other program needs.
  - a. If the Bureau and the Sub-Grantee cannot come to an agreement on a reversion, Sub-Grantees may petition the Drug Enforcement Advisory Council (DEAC) through its Budget and Funding Sub-Committee for relief of the reversion of unexpended funds.
  - b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the DEAC Chairman for disposition.
  - c. In all cases, the DEAC Chairman has the final authority in determining if the reversion shall occur.
3. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-Grantee prior to each visit. Further, the Sub-Grantee understands that it may 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.
4. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Sub-Grantee or its Sub-Grantee(s) with Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
5. 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 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.
2. Include the Agreement Number on all correspondence and submittals to the Bureau.
3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP). For this 2016 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

4. The program shall commence and be 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.
5. Mandatory submission of any program-related contracts, subcontracts, agreements, and subsequent amendments, whether partially or fully funded by these funds, must be submitted to the Bureau for review and approval prior to execution.
6. Provide the Bureau, for its review, the Sub-Grantees overtime policy prior any overtime being reimbursed, as well as the overtime policy for all participating agency(s), if applicable.
7. Pay all expenditures made by Sub-Grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures after receiving a Request for Reimbursement (RFR).
8. 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 Sub-Grant Agreement.
9. Understand and agree 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 in any form) related to this award, including such records of any Sub-Grantee, contractor, and/or sub-contractor.
10. Understand and agree that the Bureau, DOJ, and the OIG are authorized to interview any officer or employee of the Sub-Grantee (or of any contractor and/or sub-contractor) regarding transactions related to this award.
11. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
12. The Sub-Grantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and website content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the Sub-Grantee describing programs funded in whole or in part by this agreement. 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.
13. Have a representative attend Drug Enforcement Advisory Council (DEAC) meetings and provide a report on program progress.
14. Submit minutes from quarterly Sub-Grantee Board meetings.

#### **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 \$116,000.00.
2. All payments shall be made on an actual cost reimbursement basis. The Sub-Grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - a. Request for Reimbursement (RFR) forms (found at <http://www.dps.state.nm.us/index.php/grants-management/>) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month.
  - b. A Final 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, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Sub-Grantee's ability to obtain funding in the future. Sub-Grantees will have a thirty (30) day liquidation period upon the termination of this agreement.
3. If no expenditures were made during the prior month, an RFR with a zero-expenditure report must be submitted.
4. Reimbursement of travel expenses, if applicable, will be governed by the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978).
5. Any funds remaining at the end of the grant term must be reverted to the New Mexico Department of Public Safety.
6. No 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.
7. No matching requirement exists for this program.

## 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 reports.

1. Consistent with DOJ's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, Sub-Grantees must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

PMT Progress Reports shall be submitted to the Bureau through PMT for review and approval no later than fifteen (15) days after the end of each calendar quarter. The quarterly schedule is as follows:

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

2. All Sub-Grantees shall submit a written closeout report outlining all accomplishments, measurement of the goals and objectives submitted in the grant application, challenges encountered, lessons learned, and barriers to successful implementation or completion of this program within thirty (30) days of the termination date of this agreement.
3. The Sub-Grantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the 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**

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. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on the Sub-Grantee for the following reasons:
  - a. Failing to comply 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
  - b. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Sub-Grantee's Application
  - c. Failing to adhere to the requirements in this Agreement
  - d. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding
  - e. Failing to submit reports required by Section Six or
  - f. Filing a false certification with the application, this Agreement, 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 issue in an expeditious manner.

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 EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS**

As a requirement in accepting this award, all Sub-Grantees must adhere to the following:

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Sub-recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. All sub-awards ("sub-grants") must have specific federal authorization

The Sub-Grantee, must comply with all applicable requirements for authorization of any sub-award. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "sub-award" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any sub-award are posted on the OJP web site at <http://ojp.gov/funding/Explore/Subaward/authorization.htm> (Award condition: Award Condition: All sub-awards ("sub-grants") must have specific federal authorization), and are incorporated by reference here.

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Sub-Grantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, sub-recipients ("Sub-Grantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any sub-recipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and sub-recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

5. Restrictions and certifications regarding non-disclosure agreements and related matters

No Sub-Grantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the sub-recipient -- represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
6. Requirements related to System for Award Management and Unique Entity Identifiers
7. If the recipient does or is authorized to make sub-awards or contracts under this award -- it represents that --
- a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a sub-award, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Sub-recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

9. The Sub-Grantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable in the 2 C.F.R. Part 200.80 Program income. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not

include rebates, credits, discounts, and interest earned on any of them. Further, the use of program income must be reported on the Request for Reimbursement forms, and tracked appropriately.

10. The Sub-Grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required on line (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
11. De-confliction - Sub-Grantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).
12. GangNet© - Sub-Grantee shall utilize GangNet© and abide by all conditions set forth in the New Mexico Gang Task Force GangNet© Operating Policies and Procedures.
13. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Sub-Grantee 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. (A Sub-Grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This 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.

14. The Sub-Grantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with the Bureau, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Sub-Grantee agrees to provide to the Bureau, BJA, and OCFO all documentation necessary to complete monitoring tasks. Further, the Sub-Grantee agrees to abide by reasonable deadlines set by the Bureau, BJA, and OCFO for providing the requested documents. Failure to cooperate with the Bureau's/BJA's/OCFO's grant monitoring activities may result in sanctions affecting the Sub-Grantee's GMB awards, including, but not limited to: withholdings and/or other restrictions on the Sub-Grantees access to grant funds, referral to the Office of the Inspector General for audit review, designation of the Sub-Grantee as a Bureau or DOJ High Risk grantee, or termination of an award(s).
15. Ensure Access to Federally Assisted Programs

Federal laws that apply to Sub-Grantees of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits Sub-Grantees from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The Office for Civil Rights (OCR) and the Office on Violence Against Women (OVW) have developed answers to some frequently asked questions about this provision to assist Sub-Grantees funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

16. 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). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). 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>.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

Sub-recipients must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any sub-recipient ("Sub-Grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and sub-recipient ("Sub-Grantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and sub-recipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

19. Lobbying Restrictions

The Sub-Grantee understands and agrees that federal funds may not be used by the Sub-Grantee, 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.

Should any question arise as to whether a particular use of Federal funds by a sub-recipient would or might fall within the scope of this prohibition, the sub-recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The Sub-recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by sub-recipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Ensure Equal Treatment for Faith-Based Organizations

22. The Sub-Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Sub-Grantees may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a Sub-Grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

The Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to New Mexico Department of Public Safety EEOP Officer.

23. 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.

#### 24. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for Sub-Grantees on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.eeoc.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.eeoc.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Sub-Grantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, Sub-Grantees should consult local counsel in reviewing their employment practices. If warranted, Sub-Grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

#### 25. Comply with the Safe Streets Act

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, and must meet two obligations:

- (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and
- (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

In the event a finding of discrimination against the 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.

#### 26. Meeting the EEO Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202)307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOPsubmisson@usdoj.gov](mailto:EEOPsubmisson@usdoj.gov).

27. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR, with a copy to the Bureau.

28. Neither indirect cost rate (ICR) nor administrative costs are authorized under this Sub-Grantee agreement and will not be reimbursed.
29. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
30. All funds awarded under this Sub-grant Agreement must be used in accordance with all state and federal statutes, regulations, and the terms and conditions of the federal award.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
- The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.
32. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

33. 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: 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

And:

New Mexico Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
PO BOX 1628  
Santa Fe, NM 87504-1628  
[DPS.GMS@state.nm.us](mailto:DPS.GMS@state.nm.us)

Additional information is available from the DOJ OIG website at: [www.usdoj.gov/oig](http://www.usdoj.gov/oig)

34. 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.
35. 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.
36. 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-Grantee is a high-risk grantee.
37. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems, which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
38. The Sub-Grantee acknowledges that all programs funded through sub awards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

39. The Sub-Grantee agrees that any information 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.
40. 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>.
41. 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.
42. 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 for research or statistical projects under which information identifiable to a private person will be collected. Sub-Grantee further agrees, as a condition of grant approval to submit a Privacy Certification (attached and incorporated herein as Certification 2) that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23.
43. 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.

- 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.

44. If Sub-recipients use JAG funds to purchase vests for an agency, they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.

The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any sub-recipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

45. The Sub-Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon the Bureau's request.
46. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

47. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and 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.

48. The Sub-Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

Information on the pertinent DOJ definition of conferences and rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

49. The Sub-Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-Grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
50. The Sub-Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Sub-Grantee will promptly notify, in writing, the Bureau grant manager for this award, and, if so requested by the Bureau and/or OJP, seek a budget-modification or change-of-project-scope grant adjustment to eliminate any inappropriate duplication of funding.
51. The Sub-Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
52. The Sub-Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
53. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Sub-Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Sub-Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
54. The Bureau and BJA strongly encourage Sub-Grantees to submit annual (or more frequent) JAG success stories. To submit a success story, send it to the Bureau for submission to BJA. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
55. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time.

The Prohibited Expenditure list may be accessed here:  
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

56. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here:  
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
57. The Sub-recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
58. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of
- a. any federally-acquired Controlled Equipment in the agency's inventory, and
  - b. any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here:  
[https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
59. Sub-recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other federal awards.
60. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

- 61. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
- 62. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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

- 1. 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, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 3.19.
- 2. Sub-Grantee agrees to submit to the Bureau the Corrective Action Plan from the audit report when there are findings and recommendations disclosed in the audit report which may affect the fiscal and/or programmatic management of this grant.

**SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY**

- 1. Amendments may be submitted by the Sub-Grantee to request corrections for any programmatic, personnel, or financial changes associated with this Agreement. The format for Amendment requests can be found here: <http://www.dps.state.nm.us/index.php/grants-management/>.
- 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.
- 3. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
- 4. 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: GRANT REPRESENTATIVES**

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and Sub-Grantee representatives responsible for overall fiscal and programmatic supervision of the approved program.

**FEDERAL AWARDING AGENCY**

Office of Justice Programs	Melanie Davis
807 7 <sup>th</sup> Street NW	State Policy Advisor

Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202) 305-7944
Email: askOCR@usdoj.gov	Email: Melanie.davis@ojp.usdoj.gov

**STATE ADMINISTERING AGENCY**

Department of Public Safety	Sheila McDonald, Management Analyst
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505)827-9115

**SUB-GRANTEE REPRESENTATIVES**

<b>Don D. Moya, Interim Finance Director</b>	Robert A. Garcia
142 W. Palace Ave	35 Camino Justicia,
Santa Fe, NM 87501	Santa Fe, NM 87508
Telephone: (505)995-2780	Telephone: (505)986-2456
Email: <i>ddmoya@santafecountynm.gov</i>	Email: rgarcia@santafecountynm.gov

**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 are 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: 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 FOURTEEN: STATUS OF SUB-GRANTEE**

The Sub-Grantee and its agents and employees are not, by virtue of this Sub-Grant Agreement, agents or employees of the Bureau or the State of New Mexico. The Sub-Grantee and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

**SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT**

The Sub-Grantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the

United States and New Mexico. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious 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.

#### **SECTION SIXTEEN: SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### **SECTION SEVENTEEN: WAIVER**

The Bureau or Sub-Grantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### **SECTION EIGHTEEN: FORMS**

Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.state.nm.us/index.php/grants-management/>.

#### **SECTION NINETEEN: ATTACHMENTS AND CERTIFICATIONS**

1. Attachments listed below are incorporated into and made part of this Agreement.
  - a. Sub-Grantee's Application (Attachment A)
2. The below listed certifications need to be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Agreement upon execution.
  - a. Certification of Compliance with Civil Right Regulations (Certification 1)
  - b. Privacy Certification (Certification 2)
  - c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 3)

#### **SECTION TWENTY: GRANT CLOSEOUT**

1. The Sub-Grantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the Sub-Grantee must take to complete this process at the end of the period of performance.
  - a. The Sub-Grantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Sub-Grantee and will be determined on a case by case basis.
  - b. DPS will reimburse allowable expenditures under the sub-grant agreement prior to the award being closed out.
  - c. The Sub-Grantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

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

SUB-GRANTEE:

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: [Signature]

By: [Signature]  
Signature of Certifying Official

Date: Nov 11/12-9-16

Katherine Miller  
Printed Name

S.F. County Manager  
Title

By: [Signature]  
Program Agency Director

Date: 12-14-16

Robert A. Carcia  
Printed Name

Sheriff  
Title

DEPARTMENT OF PUBLIC SAFETY:

By: [Signature]  
Signature of New Mexico Department of Public Safety  
Cabinet Secretary/Awarding Official

Date: 12/20/16

Scott Weaver  
Printed Name

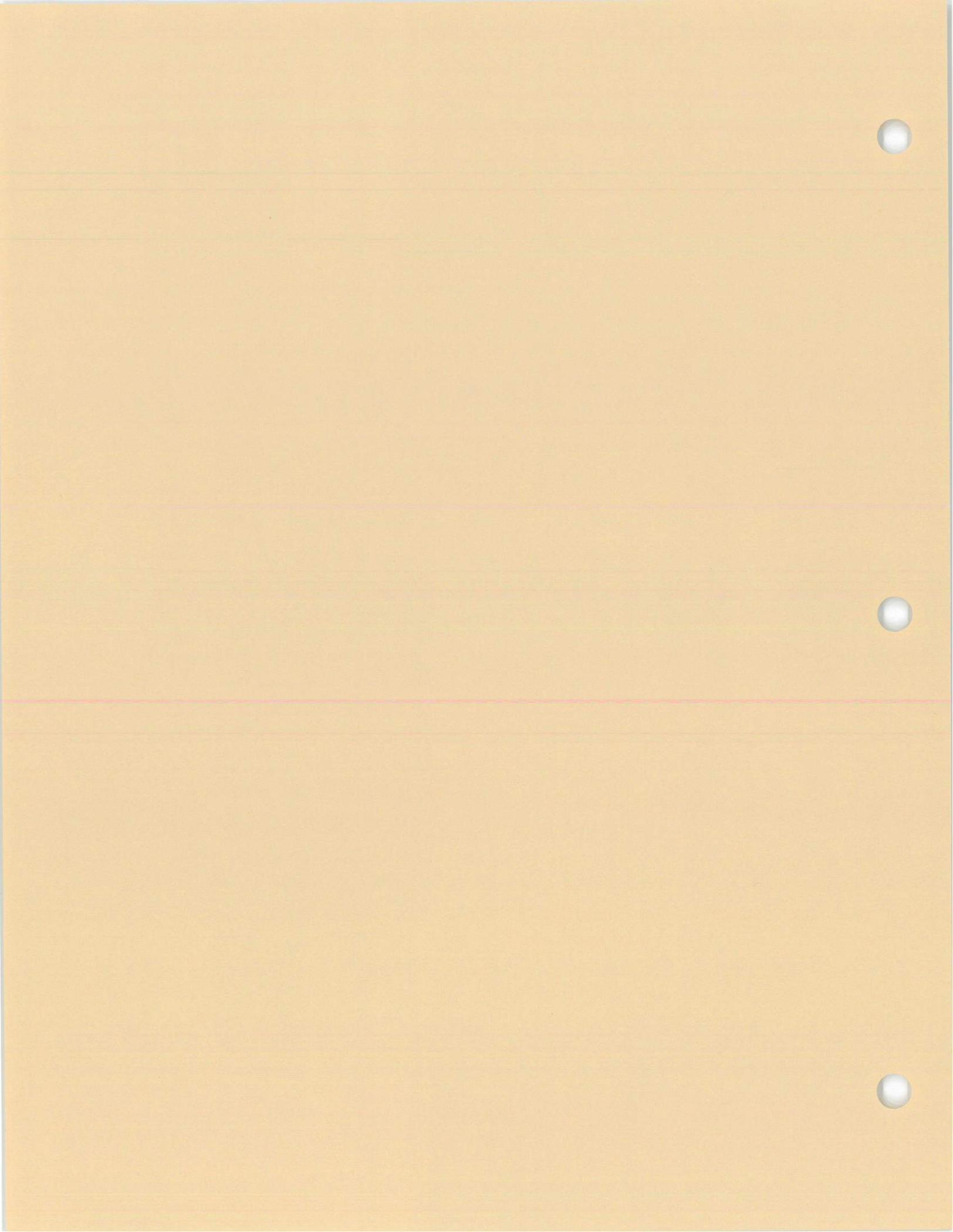
Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: [Signature]  
Chief Legal Counsel

Date: 12-2-16

Elizabeth Trickey  
Printed Name

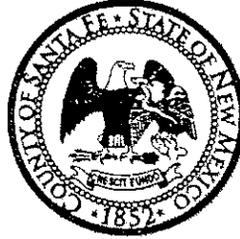




**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

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



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## MEMORANDUM

**To:** Board of County Commissioners

**Fr:** Don Moya, Interim Finance Director

**CC:** Undersheriff Ron Madrid

**Date:** December 21, 2016

**Re: Resolution No. 2017 - \_\_\_\_\_, A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) / DWI Seizure Program to Budget Cash Carryover for a Term Position / \$6,583.00 (Finance Division/Don Moya)**

---

### Issue:

The Santa Fe Sheriff's Office is requesting to budget cash carryover to cover salary and benefits for a term grant funded position to cover pay periods 10/21/16, 11/4/16 and 11/18/16. Funding will come from the DWI Seizure program fund account.

### Background:

New Mexico Department of Transportation (NMDOT) awarded the Sheriff's Office funding for a clerical position to assist with the DWI Seizure Program, which expired September 30, 2016. An extension of this grant has been awarded for the period of October 1, 2016 through September 30, 2017 but was not fully executed until the end of November, thus requiring the County to cover the expenditures for the pay periods listed above.

Prior to receiving this grant funding, a deputy from the field was handling the administrative side of the program as well as required field responsibilities for the DWI/Traffic division. This position has been an added asset to the program because there isn't a dedicated assistant in this division. This position assists in forfeiture cases on vehicles seized for DWI and Traffic operations.

### Action Requested:

The Sheriff's Office requests approval to increase the DWI Seizure Program budget to fund the DWI Administrative Assistant position for pay periods 10/21/16, 11/4/16 and 11/18/16.

# SANTA FE COUNTY

## RESOLUTION 2017-\_\_\_\_\_

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

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

Department / Division: Sheriff's Office / DWI Seizure Program Fund Name: LEOF (246)  
 Budget Adjustment Type: Increase Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

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

FUND CODE XXXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1225	385	00-00	BUDGETED CASH	\$ 6,583	
<b>TOTAL (IF SUBTOTAL, check here) →</b>					<b>\$ 6,583</b>	<b>\$ -</b>

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

FUND CODE XXXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY/LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1225	427	1026	SALARY & WAGES	\$ 4,040	
246	1225	427	2001	FICA / REGULAR	\$ 223	
246	1225	427	2002	FICA / MEDICARE	\$ 52	
246	1225	427	2003	RETIREMENT / PERA	\$ 830	
246	1225	427	2005	HEALTHCARE	\$ 1,357	
246	1225	427	2006	RETIREE HEALTH	\$ 81	
<b>TOTAL (IF SUBTOTAL, check here) →</b>					<b>\$ 6,583</b>	<b>\$ -</b>

Requested by: [Signature] Date: 12-21-16 Title: Under Sheriff

Finance Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

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

# SANTA FE COUNTY

## RESOLUTION 2017-

ATTACH ADDITIONAL SHEETS IF NECESSARY

**DEPARTMENT CONTACT:**

**Name:** Undersheriff Ron Madrid      **Dept/Div:** Sheriff's Office / DWI      **Phone No:** 505-986-2457

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

1) Please Summarize the Request and its purpose

Sheriff's Office would like to request an increase to the DWI Seizure Program to fund the salary pay dates of 10/21/16, 11/4/16 and 11/18/16 for LeAnne Rodriguez's position. This position is currently being funded by New Mexico Department of Transportation (NMDOT). The fully executed grant agreement is valid 11/3/16. Therefore, we'd like to have the above pay dates covered as the new agreement is valid through 9/30/17.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass Overtime)	Position Type (permanent, term)	Position Title
1026	Salary for grant funded position	Term	Administrative Assistant
20xx	Benefits for grant funded position	Term	Administrative Assistant

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

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

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

SANTA FE COUNTY

RESOLUTION 2017- \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY

DEPARTMENT CONTACT:

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office / DWI Phone No: 505-986-2457

3) Does this request impact a revenue source? If YES, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following

a. If this is a state special appropriation, Yes  No

This impacts the DWI Seizure Program revenue fund \_\_\_\_\_

b. Does this include state or federal funds? Yes \_\_\_\_\_ No

If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of an award letter and proposed budget.

As of pay period starting 11/12/16 through 9/30/17, this position will be funded by a NMDOT grant.

c. Is this request a result of Commission action? Yes \_\_\_\_\_ No   
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

d. Please identify other funding sources used to match this request.

SANTA FE COUNTY

RESOLUTION 2017- \_\_\_\_\_

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

Approved, Adopted, and Passed This 10th Day of January, 2017.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
BCC Chairperson

ATTEST:

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



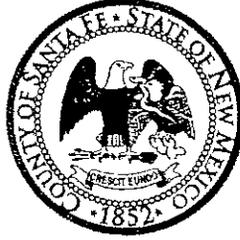




**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

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



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**Date:** December 28, 2016

**To:** Board of County Commissioners

**From:** Ray Mathew, Transportation Planner *RM*

**Via:** Robert Griego, Planning Manager *RG*  
Penny Ellis-Green, Growth Management Director  
Katherine Miller, County Manager

**Item:** **A Resolution Approving The Santa Fe County Title VI Plan And Authorizing The County Manager To Submit The Plan To The New Mexico Department Of Transportation On Behalf Of The County (Ray Mathew/Growth Management)**

### **SUMMARY:**

The purpose of the proposed resolution is to adopt the Santa Fe County (County) Title VI Plan, which implements the County's program demonstrating compliance with Title VI of the Civil Rights Act of 1964 (Title VI) and related federal civil rights laws. The Plan is required to be eligible for federal transportation funding.

Title VI prohibits discrimination based upon race, color, and national origin, and 42 USC 2000d of Title VI specifically states that "*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*" The United States Department of Transportation (USDOT), which provides transportation funding to state and local governments, implements Title VI as to its funding recipients through 49 CFR Part 21 (Nondiscrimination in Federally-Assisted Programs of the USDOT). The purpose of these regulations is:

[To] effectuate the provisions of title VI of the Civil Rights Act of 1964 ... to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.

49 C.F.R. § 21.1

## **BACKGROUND AND DISCUSSION:**

The United States Department of Justice under Executive Order #12250 ("*Leadership and Coordination of Nondiscrimination Laws*") was directed to ensure the consistent and effective implementation of Title VI and other Nondiscrimination requirements (including Environmental Justice and Limited English Proficiency) by prohibiting discriminatory practices in Federal programs and programs receiving federal financial assistance, including subrecipients. The County is a subrecipient of federal financial assistance through the New Mexico Department of Transportation (NMDOT).

On October 24, 2016, NMDOT notified the County that all subrecipients of USDOT funds were responsible for implementing a Title VI Program through formal adoption of a Title VI Plan. The purpose of the Plan is not only to demonstrate how discrimination is prevented but also how to ensure non-discrimination through policies, procedures and periodic reviews. The Plan must be submitted to NMDOT by January 13, 2017, and failure to do so will jeopardize the County's ability to receive federal funds from NMDOT.

In addition to Title VI, there are other Nondiscrimination statutes that afford legal protection from discrimination. These statutes include the following: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/Americans With Disabilities Act of 1990 (disability). Taken together, these requirements define an over-arching Title VI/Nondiscrimination Program. There are also two Presidential Executive Orders that place further emphasis upon the Title VI protections of race and national origin. These are Executive Order #12898 ("*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*") and Executive Order #13166 ("*Improving Access To Services For Persons With Limited English Proficiency*").

The Title VI Plan must describe the procedures and policies under which the County will demonstrate compliance with Title VI and the related federal Nondiscrimination authorities cited above. Through coordination with the County Manager's Office, a team of staff members from various County Departments and Divisions collaborated to develop the Santa Fe County Title VI Plan (see attached Resolution and Plan). Based on the NMDOT's "boilerplate plan," the County Plan describes the policies and procedures that the County will implement to ensure compliance with Title VI and related authorities. The Plan is divided into twelve parts, as follows:

- I. Nondiscrimination Statement of Policy
- II. FHWA Assurances for Title VI and Other Nondiscriminatory Statutes
- III. Public Participation Plan (PPP)
- IV. Organization/Staff Responsibilities
- V. Primary Program Area & Review Procedures
- VI. Title VI Complaint Procedures
- VII. Title VI Program Management Procedures
- VIII. Title VI Related Training
- IX. Limited English Proficiency (LEP)
- X. External Communication (Notification to public beneficiaries)
- XI. Data Collection
- XII. Notice of Rights

**Action Requested:**

Staff recommends approval of the Resolution approving the Santa Fe County Title VI Plan and authorizing the County Manager to submit the Plan to NMDOT on behalf of the County.

**EXHIBITS:**

**EXHIBIT A: Santa Fe County Title VI Plan**



**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY  
RESOLUTION NO. 2017 - \_\_\_\_\_**

---

**A RESOLUTION APPROVING THE SANTA FE COUNTY  
TITLE VI PLAN AND AUTHORIZING THE COUNTY  
MANAGER TO SUBMIT THE PLAN TO THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE  
COUNTY**

---

**WHEREAS**, Title VI of the federal Civil Rights Act of 1964 (Title VI) prohibits discrimination based upon race, color, and national origin, and 42 USC 2000d of Title VI states, *“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance”*; and

**WHEREAS**, the Federal Department of Transportation (USDOT), which provides transportation funding to state and local governments, implements Title VI through 49 CFR Part 21 (Nondiscrimination in Federally-Assisted Programs of the USDOT); and

**WHEREAS**, the purpose of 49 CFR Part 21 is:

[To] effectuate the provisions of title VI of the Civil Rights Act of 1964 ... to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation.

49 C.F.R. § 21.1; and

**WHEREAS**, there are other Nondiscrimination statutes that afford legal protection from unlawful discrimination, including Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (prohibiting discrimination on the basis of sex), Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age), and Section 504 of the Rehabilitation Act of 1973/Americans With Disabilities Act of 1990 (prohibiting discrimination on the basis of disability); and

**WHEREAS**, two Presidential Executive Orders place further emphasis upon the Title VI protections of race and national origin, Executive Order #12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”) and Executive

Order #13166 ("Improving Access To Services For Persons With Limited English Proficiency"); and

**WHEREAS**, the New Mexico Department of Transportation (NMDOT) has notified the County that all subrecipients of USDOT funds must implement a Title VI Program through adoption of a Title VI Plan demonstrating how unlawful discrimination will be prevented in accordance with all applicable federal law; and

**WHEREAS**, the County's ability to receive USDOT funding will be jeopardized unless the County submits its Title VI Plan to NMDOT by January 13, 2017; and

**WHEREAS**, staff has prepared the attached draft Title VI Plan in compliance with all NMDOT requirements; and

**WHEREAS**, regardless of the source of finding, it is the County's policy to fully comply with all Nondiscrimination laws and to implement the policies and procedures outlined in the County Title VI Plan to assure such compliance.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners as follows:

1. The County Manager is authorized to finalize, sign, and submit to the NMDOT a Santa Fe County Title VI Plan that is substantially in the form of Exhibit A to this Resolution.
2. The County Manager may make such corrections and additions to the Title VI Plan as the NMDOT may require for the County to receive USDOT funding.
3. The County Manager shall be responsible for implementing the Santa Fe County Title VI Plan.

**PASSED, APPROVED, AND ADOPTED THIS** \_\_\_ DAY OF \_\_\_\_\_, 2017.

**BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

By: \_\_\_\_\_  
Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

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

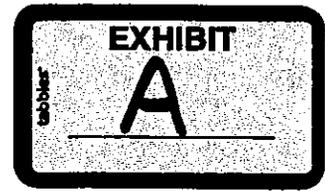
APPROVED AS TO FORM:



\_\_\_\_\_  
Gregory S. Shaffer, Santa Fe County Attorney

Date: 12/28/2016





# Santa Fe County Title VI Plan

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January 12, 2017

## **I. Nondiscrimination Statement of Policy**

### **Title VI Policy Statement**

This policy applies to all operations of Santa Fe County, including its contractors and anyone who acts on behalf of Santa Fe County. This policy also applies to the operations of any department or agency to which Santa Fe County extends federal financial assistance. Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance.

Santa Fe County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 21, and all related regulations and directives. It is the policy of Santa Fe County that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Santa Fe County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

### **Environmental Justice/Limited English Proficiency Policy Statement**

Santa Fe County is also committed to assure every effort will be made to prevent discrimination against low-income and minority populations as a result of any impact of the County's programs or activities in accordance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations. In addition, Santa Fe County also assures every effort will be made to provide meaningful access to persons that have Limited English Proficiency, in accordance with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

### **Definition of Federal financial assistance and recipients affected**

Federal financial assistance is defined as any Federal dollars that are assigned to Santa Fe County to support any program and activity, by way of grant, loan or contract, other than a contract of insurance or guaranty.

## **Specific Forms of Discrimination Prohibited**

Santa Fe County will not, on the ground of race, color, or national origin, exclude any person from participating in or benefiting from any program or activity of the County. It is the policy of the County not to engage in any form of discrimination on the basis of race, color, or national origin, including but are not limited to the following:

- The denial of services, financial aid, or other benefits provided under a program.
- Distinctions in the quality, quantity, or manner in which the benefit is provided.
- Segregation or separation in any part of the program.
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others.
- Different standards or requirements for participation.
- Methods of administration which directly or indirectly or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination.
- Discrimination in any activities related to a highway, infrastructure or facility built or repaired in whole or in part with Federal funds.
- Discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

Santa Fe County programs and services covered by Title VI

The Santa Fe County Title VI Plan applies to all of the Santa Fe County programs, activities and services, regardless of funding source. Some sections deal with specific requirements (e.g. FTA funded programs).

## **Authorities**

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. Federal-Aid Highway Act of 1973 (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
3. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*) as amended, (prohibits discrimination on the basis of disability);
5. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability)
6. The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601
7. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321;
8. 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department of Transportation-Effectuation of Title VI Of The Civil Rights Act of 1964*);

9. 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
10. 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On the Basis Of Handicap In Program Or Activities Conducted By The Department Of Transportation*);
11. 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
12. 23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);
13. 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
14. 28 C.F.R. Part 50.3 (DOJ Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

## II. FHWA Assurances for Title VI and Other Nondiscriminatory Statutes

Santa Fe County (hereafter referred to as the "Recipient") HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *non-discrimination, In Federally-Assisted Programs Of The Department of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Act, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measure necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the DOT, including the FHWA."*

### Specific Assurances

More specifically and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted programs and activities:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient shall insert the following notification in all solicitations for bids, Request For Proposals for work, or material subject to the Acts and the Regulations and made in connection with the Federal Aid Highway Program, and in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"Santa Fe County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Act and Regulations.
4. The Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend the right to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties.
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired, or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project, except where the Federal assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the officials to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-

recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

By signing this Assurance, Santa Fe County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Santa Fe County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under Federal-Aid Highway Program. This ASSURANCE is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By \_\_\_\_\_ Dated: \_\_\_\_\_,

Katherine Miller  
County Manager, Santa Fe County

## Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Santa Fe County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Santa Fe County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Santa Fe County the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Santa Fe County to enter into any litigation to protect the interests of Santa Fe County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Appendix B**

### **Covenant Running with the Land Assurance**

The following clauses shall be included in deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the State of New Mexico will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the State of New Mexico all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(Habendum Clause)**

TO HAVE AND TO HOLD said lands and interests therein unto the State of New Mexico and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the State of New Mexico, its successors and assigns.

The State of New Mexico, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]\* (2) that the State of New Mexico will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to enter or re-enter said lands and facilities on said land, and the above described land and facilities will thereon

revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such clause is necessary in order to Make clear the purposes of Title VI of the Civil Rights Act of 1964.)

## Appendix C

### Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the State of New Mexico, pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) and never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.\*

(\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## Appendix D

### Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the State of New Mexico pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to the deeds, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

# Appendix F

## CERTIFICATION OF NON-SEGREGATED FACILITIES

(Sample: Included in all Santa Fe County Procurements)

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes \_\_\_ No \_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes \_\_\_ No \_\_\_

Certification – The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### **III. Public Participation Plan (PPP)**

As a local government Santa Fe County is subject to the New Mexico Open Meetings Act (OMA), NMSA (1978) Sect. 10-15-1 et seq. Under this Act, with certain limited exceptions, the Board of County Commissioners (BCC) and all other County boards and commissions that formulate County policy must conduct the County's business in meetings that are open to the public. The OMA requires Santa Fe County to annually determine reasonable notice for public meetings. See County Resolution No. 2015-172. The BCC generally holds two regular open meetings on the second and fourth Tuesday of each month. The meetings and their agendas must be properly noticed to the public in advance of the meeting. All members of the public are invited to make public comment on any County business at all BCC and other public County meetings. The public is also permitted to engage in discussion on any agenda item that is up for approval or disapproval by the BCC. This is the method by which the County ensures that all members of the public, including low income and minority populations, have adequate notice and opportunity to access County officials and fully participate in County proceedings. In addition to public comment at the BCC meetings, all members of public may use the County website to file a public comment on issues or topics of concern.

All published notices of public County meetings include the following statement: "Santa Fe County makes every practical effort to assure that auxiliary aids or services are available for meetings and programs. Individuals who would like to request auxiliary aids or services should contact the Santa Fe County Managers Office at (505) 986-6200 in advance to discuss specific needs (e.g., interpreters for the hearing impaired or readers of the sight impaired)".

The BCC meetings are advertised 10 days in advance in the local newspaper. In addition, meeting notices are posted at the County Administration Building and on the Santa Fe County website. Final agendas are posted on the webpage at least 3 days prior to the meeting.

#### The Santa Fe County Board of County Commissioners and the Transportation Advisory Committee:

Santa Fe County is governed by the BCC, which is comprised of 5 elected members who represent their respective districts. Commission District 1 is represented by Commissioner Henry P. Roybal; District 2 by Commissioner Anna Hansen; District 3 by Commissioner Robert A. Anaya; District 4 by Commissioner Anna Hamilton; and District 5 by Commissioner Ed Moreno.

The Transportation Advisory Committee (TAC) is a citizen advisory committee which makes recommendations to the BCC on elements of transportation. The TAC is composed of 13 members: two from Commission Districts 2, 4 and 5, and 3 from the

larger Commission Districts 1 and 4. There is one member who serves at large. TAC members are appointed by the BCC.

Santa Fe County recognizes and includes minority populations through its development and periodic update of the 2015 Sustainable Growth Management Plan (SGMP), 11 Community Plans, and the 2 Corridor Plans that are included in the Sustainable Land Development Code (SLDC). Community Plans apply to specific identifiable communities, including traditional Hispanic communities, and are developed substantially by the affected community itself. 2010 US census data was used in the update of these plans. This data was used to develop profiles for each community and to identify patterns, trends and issues that are important for the community. The Planning Division staff develop a process in consultation with community members on how each area plan will be updated that includes a series of meetings for the plan development. All issues brought forth in the Community planning process by members of the community, including low income or minority populations, are noted in each plan. The meetings are advertised in the local newspaper and open to minority populations and all members of the public, community organizations and neighborhood groups. County mailing lists are also used for emails and mail outs on the meetings. Community and Corridor Plan meeting are hosted in the respective plan area to ensure maximum participation by all members of the community or corridor. All updates of the SGMP and SLDC utilize the same process in which public comment meetings are held at different locations in the County to maximize public participation. These meetings are also advertised in the local paper, posted on the County webpage, and emails and mail outs are also used for public notice.

Santa Fe County communicates and conducts outreach to minority populations and the public through postings on the County webpage for County programs, projects and public meetings. The Santa Fe County Manager's Monthly Newsletter is also used to provide information on programs, projects and upcoming public meetings. All regular BCC meetings are advertised and open to public input and comment to minority populations and the public in accordance with the New Mexico Open Meetings Act.

Santa Fe County currently communicates with and conducts outreach to Limited English Proficient individuals through bilingual staff members who are fluent in English and Spanish. 2014 US Census American Survey Community Data estimates 10.5 % of the County population over 5 years of age speak English less than very well. Of this 10.5 % the largest proportion (31.3%) are Spanish speakers. If a County staff person is unable to communicate in the person's language, efforts are made to locate another staff person who can. The County also has a Tribal Liaison who can assist tribal members who have limited English proficiency.

Santa Fe County is a member of, and participates and coordinates with the North Central Regional Transit District, the Santa Fe Metropolitan Planning Organization, and the Northern Pueblo Regional Transportation Planning Organization. Each of these agencies has their respective Title VI plan that is developed in consultation and coordination with Santa Fe County. Santa Fe County coordinates and works with these

agencies to ensure that Santa Fe County minority populations have equal access to these agency planning processes. Please see Section VII of this plan that is specific to the transportation planning process.

Input from minority populations for decision making is ultimately considered by the BCC at its regular meetings when it publicly votes on policies, plans, programs and projects. Input from minority population is also considered in the development process of Community Plans and updates to the SGMP and SLDC. That process includes a series of public meetings, and documentation of written comments received. All comments received through the County website are also documented for consideration in the development of plan, policies, programs and projects and decision making by the BCC.

# IV. Organization/Staff Responsibilities

## Organizational Overview:

### Santa Fe County Organization Chart

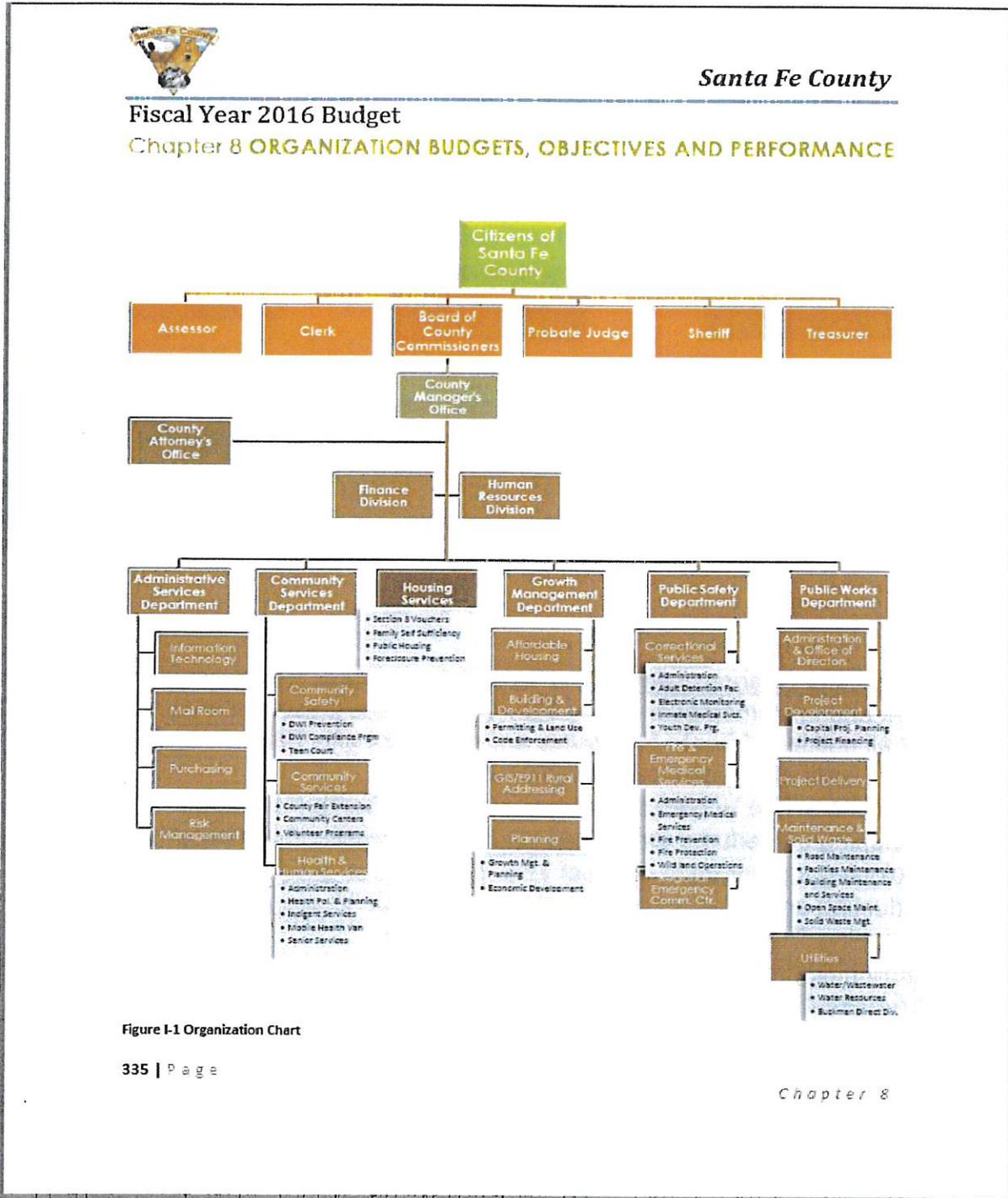
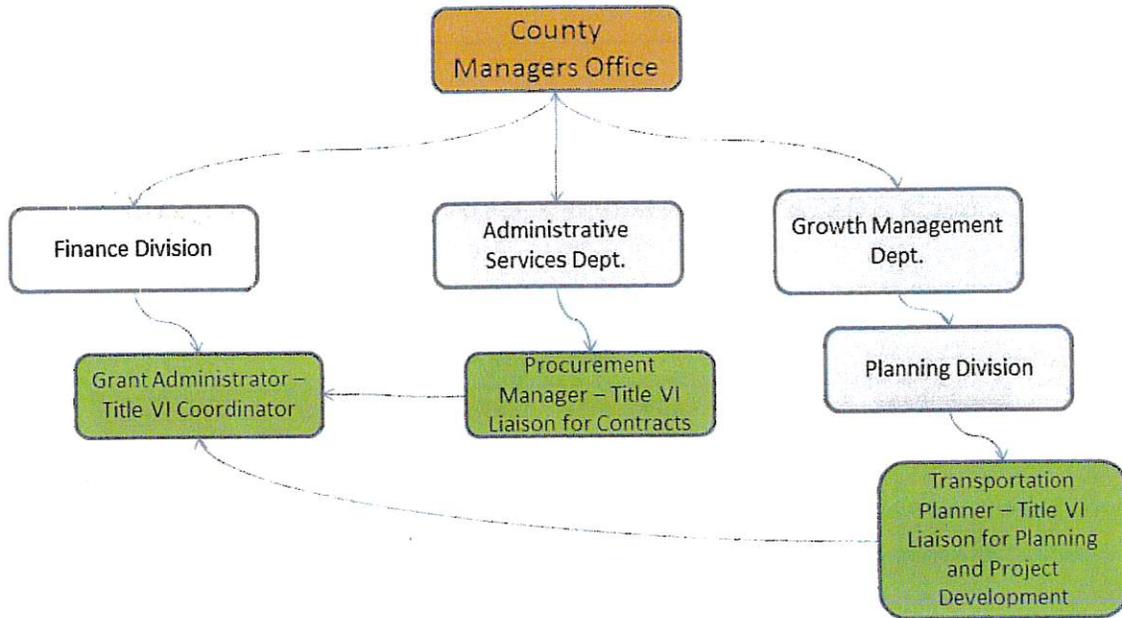


Figure I-1 Organization Chart

**Santa Fe County Title VI Plan:  
Supplemental Organizational Chart Depicting Title VI Roles**



***Title VI Coordinator Responsibilities:*** The Title VI Coordinator is responsible for the development and implementation of the Title VI plan. The Coordinator must also ensure that all entities of Santa Fe County are compliant with Title VI requirements. The Title VI Coordinator is also responsible for:

- Submitting a Title VI plan and annual reports for Santa Fe County
- Developing procedures for the collection and analysis of statistical data.
- Developing a program to conduct Title VI reviews or program areas.
- Conducting annual assessments of identified Title VI program areas.
- Developing Title VI information for dissemination.
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

Please note Santa Fe County does not have any sub-recipients, as referenced in FHWA Title VI Program Implementation Checklist, item 6.

**V. Primary Program Area & Review Procedures**

Santa Fe County engages in the following program areas.

<b>Program Area</b>	<b>General Description</b>	<b>Title VI/ Nondiscrimination Concerns and Responsibilities</b>	<b>Review Procedures for Ensuring Nondiscrimination</b>
Planning	Santa Fe County Transportation Planning	<p>1) Ensure the Santa Fe County Transportation Planning process is open and inclusive to all minority populations and the public. This includes reasonable meeting times and locations, meeting notice requirements and dissemination of information.</p> <p>2) Coordinate and work with the Santa Fe MPO, North Central Transit District, Northern Pueblos and Mid Region RTPO for compliance with Title VI transportation planning requirements so Santa Fe County minority populations have equal access to these planning agencies.</p>	The Title VI Liaison for Transportation Planning (Transportation Planner or Planning Div. Director) will review at least annually the Santa Fe County Transportation Planning procedures for compliance with Title VI requirements and report those findings to the Santa Fe County Title VI Coordinator for submission to NMDOT.
Purchasing Department	Santa Fe County Purchasing Department (includes ROW, acquisition and	Ensure that all ROW acquisition and procedures, and federally funded transportation	The Title VI Liaison for the Purchasing Department will review at least annually the Santa

	procedures, and contracts for federally funded projects and project implementation).	contracts and projects, comply with Title VI requirements.	Fe County procedures for ROW acquisition, and contracts for federally funded projects and project implementation for compliance with Title VI requirements and report those findings to the Santa Fe County Title VI Coordinator for submission to NMDOT.
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## VI. Title VI Complaint Procedures

Santa Fe County will use the NMDOT Title VI complaint procedures as outlined in this document. The complaint procedures cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

Any person believing he or she has been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any transportation service, program or activity (whether Federally funded or not) due to that person's race, color, national origin, gender, age, disability, economic status, or limited English proficiency has the right to file a complaint.

An individual, group of individuals or entity may file a formal Title VI complaint. Complaints must be submitted to the NMDOT Title VI Coordinator in writing, signed and

dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

Attn: Title VI Coordinator  
Construction and Civil Right Bureau  
1570 Pacheco St.  
Suite 110  
Santa Fe, NM 87505

Title VI complaints may also be filed directly with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) or the Federal Railroad Administration (FRA) within the 180 day period of the alleged discriminatory act (or latest occurrence).

Title VI complaints must be investigated within 60 days. Investigating a complaint includes interviewing all parties involved and key witnesses. The investigator may also require relevant information. Santa Fe County may specify if there is a particular individual(s) that NMDOT or FHWA should not investigate the complaint due to conflict of interest or other reasons.

Title VI complaints may be forwarded to either the New Mexico Department of Transportation or the Federal Highway Administration for investigation, If the complaint is forwarded to one of these agencies. Santa Fe County will provide the name and contract information for the person handling the Title VI complaint to the complainant.

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

Title VI complaints may also be files directly with the following agencies:

New Mexico Department of Transportation  
Construction and Civil Rights Bureau  
1570 Pacheco St. Suite A10  
Santa Fe, NM 87505  
Phone: (505) 629-9890

Federal Highway Administration, New Mexico  
4001 Office Court Dr.  
Suite 801  
Santa Fe, NM  
Phone: (505) 820-2021

## Title VI Complaint Form

### Section I

Name:

Address:

Telephone (Home/Cell):

Telephone (Work):

Email Address:

### Section II

Are you filing this complaint on your own behalf: Yes  No

\*If you answered "yes" to this question, go to Section III.

If you answered "no" please enter the name and relationship of the person you are filing the complaint against:

Name:

Relationship:

If you are filing a complaint as a third party, please explain why in the space below:

Have you have obtained permission of the aggrieved party if you are filing on behalf of a third party: Yes  No

### Section III

I believe the discrimination I experienced was based on (check all that apply):

Race

Color

National Origin

Date of Alleged Discrimination  
(Month, Day, Year):

Date:

Explain, as clearly as possible, that happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed please attach

additional sheets to this form:

**Section IV**

Have you previously filed a Title VI complaint)? Yes  No

**Section V**

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes  No

If yes, please check and name all that apply:

Federal Agency: \_\_\_\_\_

Federal Court: \_\_\_\_\_

State Agency: \_\_\_\_\_

State Court: \_\_\_\_\_

Local Agency: \_\_\_\_\_

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Section VI**

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

Signature: \_\_\_\_\_

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

Please submit this form in person at the address below, or mail form to:

Attn: Title VI Coordinator  
Construction and Civil Rights Bureau  
1570 Pacheco St.  
Suite 110  
Santa Fe, NM 87505

## Título VI Formulario Cumple México

<b>Sección I</b>		
Nombre:		
Dirección:		
Teléfono (Casa/Celular):	Teléfono (Trabajar):	
Dirección de correo electrónico:		
<b>Sección II</b>		
¿Está usted presentando esta queja en su propio nombre: Sí <input type="checkbox"/> No <input type="checkbox"/>		
* Si usted contestó "sí" a esta pregunta, pase a la Sección III.		
Si su respuesta es "no", por favor escriba el nombre y la relación de la persona que está presentando la queja en contra:	Nombre:	
	Relación:	
Si usted está presentando una queja en calidad de tercero, por favor, explica por qué en el siguiente espacio:		
¿Te ha obtenido el permiso de la parte perjudicada, si usted está presentando en nombre de un tercero: Sí <input type="checkbox"/> No <input type="checkbox"/>		
<b>Sección III</b>		
Cree que la discriminación que experimenté fue basado en (marque todo lo que corresponda):		
<input type="checkbox"/> Raza	<input type="checkbox"/> Color	<input type="checkbox"/> Origen Nacional
Fecha de la discriminación alegada (Mes, Día, Año):	Fecha:	
Explicar, lo más claramente posible, lo que sucedió y por qué usted cree que fue discriminado. Describir todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la persona (s) que discriminó (si se conoce), así como los nombres y información de contacto de cualquier testigo. Si necesita más espacio, adjunte hojas adicionales a este formulario:		

[Empty box for handwritten notes]

**Sección IV**

¿Ha previamente presentado una queja del Transportatión VI con el Departamento de Transporte de Nuevo Mexico (NMDOT)? Sí  No

**Sección V**

¿Ha presentado esta queja con cualquier otro federal, estatal o local, o ante cualquier tribunal federal o estatal? Sí  No

En caso afirmativo, marque y el nombre de todas las que correspondan:

- Agencia Federal: \_\_\_\_\_
- Tribunal Federal: \_\_\_\_\_
- Agencia Estatal: \_\_\_\_\_
- Tribunal Estatal: \_\_\_\_\_
- Agencia Local: \_\_\_\_\_

Sírvanse proporcionar información acerca de una persona de contacto en la corte / entidad donde se presentó la queja.

Nombre: \_\_\_\_\_

Título: \_\_\_\_\_

Agencia: \_\_\_\_\_

Dirección: \_\_\_\_\_

Teléfono: \_\_\_\_\_

**Sección VI**

Nombre de la agencia de queja es contra:

Persona de contacto:

Título:

Teléfono:

Firma: \_\_\_\_\_

Fecha: \_\_\_\_\_

Por favor, envíe este formulario en persona en la dirección indicada más abajo, o en forma de correo electrónico a:

Damian Segura, NMDOT Title VI Coordinator  
1596 Pacheco St. Suite 201  
Santa Fe, NM 87505

## **VII. Title VI Program Management Procedures**

The purpose of the Santa Fe County Transportation Planning Division is to develop and update multi modal plans and assist in the moving forward of projects and programs which implement the transportation policies and goals of the 2016 SFC Sustainable Growth Management Plan. There are three ways transportation planning occurs in Santa Fe County.

1) The development and update of Community and Corridor Plans: Community Plans apply to specific identifiable communities, including traditional Hispanic communities, and are developed substantially by the affected community itself. The latest available census data is used in the update of these plans. The data is used to develop profiles of the communities, and to identify patterns, trends and issues that are important for the community. The Planning Division develops a process in consultation with community members on how each area plan will be updated that includes a series of meetings for the plan development. The meetings are advertised in the local newspaper and open to minority populations and all members of the public, community organizations and neighborhood groups. County mailing lists are also used to provide public notice of the meetings by email and regular mail. Community and Corridor Plan meeting are hosted in the respective plan areas to ensure maximum participation by all members of the community or corridor. All issues brought forth in the Community planning process by members of the community, including low income or minority populations are noted in each plan. The 2015 SGMP and SLDC, and the 2016 SLDC and subsequent updates utilize the same process in which public comment meetings are held at different locations in the County to maximize public participation. These meetings are also advertised in the local paper, posted on the County webpage, and emails and mail outs are used for public notice. As part of the 2017 review and adoption process for the Santa Fe County Transportation Plan all issues brought forth by the public, including low income and minority populations will be documented in the plan.

2) Membership and participation in the Santa Fe Metropolitan Planning Organization (MPO) (responsible for the urban and planned urban areas of the County); North Central Regional Transit District (the provision of transit services in the County), Northern Pueblos Regional Transportation Planning Organization (RTPO) (areas outside the MPO), and Mid Region Council of Governments RTPO (southern-most part of Santa Fe County that is within the Mid Region planning area). All four of these agencies have their own approved Title VI plan. Santa Fe County coordinates and works with these agencies to ensure that Santa Fe County minority populations have equal access to these agency planning processes.

3) Santa Fe County Transportation Planning Committee (TAC)

The Santa Fe County TAC is a citizen advisory committee whose purpose is to provide recommendations to the BCC on elements of transportation. Among other tasks the

TAC reviews investment recommendations and provides input on transportation planning to include updating the 5-year Road Improvement Plan and the Capital Improvement Plan, The TAC also reviews all elements of transportation funding affecting the County including but not limited to funding for roadways, trails, bikeways, transit improvements/facilities/services and pedestrian and bicycle improvements.

TAC members are appointed by the BCC. The TAC is composed of 13 members: two from Commission Districts 2, 4 and 5, and 3 from the larger Commission Districts 1 and 4. There is one member who serves at large. TAC members are appointed by the BCC.

Santa Fe County currently communicates with and conducts outreach to Limited English Proficient individuals through bilingual staff members who are fluent in English and Spanish. If a County staff person is unable to communicate in the person's language, efforts are made to locate another staff person who can. The County also has a Tribal Liaison who can assist tribal members who have limited English proficiency.

The Santa Fe County Title VI Transportation Planning Liaison shall:

- Ensure the transportation planning process fully complies with the requirements of Title VI.
- Monitor the transportation planning process overall strategies and goals and ensure compliance with Title VI requirements.
- Review operational policies and procedures to ensure Title VI compliance.
- Monitor the service equities of planning data collection and analysis for potential impacts on social, economic, and/or ethnic groups.
- Ensure the planning organizational membership attempts to reflect the makeup of the population served.
- Ensure the opinions and views of all groups within their populations are solicited and considered in the planning of transportation projects.
- Monitor compliance with Environmental Justice issues to identify low-income and minority populations that may be impacted by transportation planning process.
- Evidence that input from minority groups/persons has been considered in the transportation planning process.
- Also report any follow-up and conclusions to issues communicated throughout the planning process.

- Monitor the gathering and utilization of demographic data used to identify and locate low-income and minority populations in order to investigate the possible benefits and detriments of transportation plans on these populations.
- Monitor compliance with Limited English Proficiency populations to improve access and comprehension of the transportation planning process for individuals comprising the LEP population.

The Santa Fe County Title VI Plan will be reviewed and updated every three years from the BCC adoption date of this plan. The updated Title VI plan will be forwarded to NMDOT upon BCC adoption.

### **VIII. Title VI Related Training**

The Santa Fe County Title VI Coordinator shall ensure that staff is trained and familiar with Santa Fe County related policies and procedures.

This will include a periodic refresher session for senior management, and/or periodic training/discussion sessions to provide opportunities to discuss practical situations and how Title VI requirements may be useful. SFC Title VI Liaisons may also use FHWA and NMDOT Training Resources like webinars or National Highway Institute training courses. In addition the NMDOT Office of Equal Opportunities may also be contacted for possible on-site Title VI training.

**IX. Limited English Proficiency (LEP) Plan**

The Four Factor Analysis to prevent discrimination on the basis of limited English Proficiency:

- **Number or Proportion of LEP Individuals:**

<b>**US Census 2010-2014 American Community Survey 5 year Estimate</b>			
Subject	Total	Speak English Very Well	Speak English Less Than Very Well
Population 5 Years and Over	138,713	89.5%	10.5%
Speak a Language Other than English (Total)	35.4%	70.4%	29.6%
Spanish	31.6%	68.7%	31.3%
Other Indo European	1.8%	86.5%	13.5%
Asian and Pacific Island	0.8%	70.3%	29.7%
All Other	11.0%	92.0%	8.0%
** Extract from US Census ACS Table			

From the table above it is estimated that 10.5% (14,565) of Santa Fe County residents over the age of 5 speak English less than very well. Of that portion of the population that speaks English less than very well: 31.3% speak Spanish, 29.7% speak Asian and Pacific Island, 13.5% speak other Indo European languages, and 8.0 % speak other languages.

By June 1, 2017, Santa Fe County will have a web link on the Santa Fe County website to Google Translator or similar software, which converts critical documents in English to the user's language. Critical documents will include, but are not limited to: the 2016 Sustainable Growth Management Plan (SGMP), the 2016 Sustainable Land Development Code (SLDC), the Santa Fe County Transportation Plan (when available for public comment), the Santa Fe County Title VI Plan, Title VI Notice and Complaint procedures; BCC meeting notices, public meeting notices for Community Plans or SLDC/ SGMP updates, and any special meetings scheduled for review and adoption of the Santa Fe County Transportation Plan.

- **Frequency of Contact with the Program:**

Santa Fe County does not currently have records which indicate the frequency that LEP persons contact or access planning and transportation programs. Beginning

Feb. 1 the Transportation Planning Title VI Liaison will collect data on the frequency of LEP contact for planning activities that may include transportation components and for Public Works transportation projects that include federal funding. In January, 2018, the Title VI Liaisons will evaluate 2017 data for any needed areas of improvements for Title VI access and report the data and findings to the Santa Fe County Title VI Coordinator for submission to NMDOT.

- **Nature and Importance of the Program:**

Transportation Planning and the implementation of federally funded transportation projects do not typically have immediate life or death implications. The Transportation Planning Liaison and the Purchasing Department Title VI liaison will monitor and ensure their respective program areas are compliant with Title VI provisions and LEP persons are not denied or delayed in the provision of any service or benefit from the transportation planning process or the implementation of federally funded projects.

- **Resources Available:**

Santa Fe County will review total costs associated with the provision of translating documents and the number of LEP persons using this service for changes or improvements to this service.

- **Documents to be translated:**

Critical documents that will be available for use with translation software by LEP persons include, but are not limited to, the 2016 Sustainable Growth Management Plan, the 2016 Sustainable Land Development Code, the Santa Fe County Transportation Plan when it is available for public comment, and the Santa Fe County Title VI Plan, Title VI Notice and Complaint procedures.

- **Process to identify when oral translation is needed:**

Santa Fe County will communicate with and conduct outreach to Limited English Proficient individuals through bilingual staff members who are bilingual in English and Spanish when oral translation is needed. If a County staff person is unable to communicate in the persons language efforts will be made to locate another staff person who can. The County will also use the Tribal Liaison to assist tribal members who have limited English proficiency.

- **When services will be immediately available:**

Santa Fe County will coordinate and work with NCRTD and Santa Fe Trails through the MPO to ensure that information on transit service changes that would impact LEP persons are communicated in a format that is understood by LEP persons. Examples of this can include posting of notices in English and Spanish on pending transit route or service changes.

**X. External Communication (Notification to public beneficiaries)**

Title VI notices will be prominently and publicly displayed at all County Administration Buildings. In addition, the Santa Fe County Title VI Plan, Title VI Notices and Complaint procedures will be posted on the County website.

Posting of the notices at the County Administration Buildings and other applicable buildings will occur no later than March 1, 2017. The Title VI Plan, Notices and Complaint procedures will be posted on the County website no later than March 15, 2017.

- Contents of Notification:
  1. Statement that your organization operates the Federal Program(s) without regard to race, color, national origin, sex, age, or disability.
  2. Identify procedures to be followed by members of the public to request additional information regarding your organizations Title VI obligation.
  3. Identify procedures to be followed by members of the public to file a discrimination complaint against your organization.

The Title VI notices will specify that Santa Fe County operates a Title VI Program Without regard to race, color, sex, national origin, age disability, describe how to request additional information about the Santa Fe County's Title VI program and explain how to file a complaint. The notices will be in English and Spanish.

**X. Data Collection**

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting Data)
Transportation Planning, Transportation Planning Title VI Liaison	Collect and analyze US Census data for Santa Fe County on race, color, national origin, income level and language spoken and sex.	1) Demographic data will be used to monitor the public outreach efforts and to make improvements where necessary. 2) The data will be used for the purpose of planning projects and programs which include all population groups. 3) Demographic data will be used to identify populations or population groups that benefit from County transportation projects and programs that include federal funding.

	Collect data on the frequency of LEP contact for planning activities (public meetings, workshops) that are for transportation or include transportation components.	Data will be used to monitor the LEP program and to make improvements where necessary.
Purchasing Department, Purchasing Department Title Vi Liaison	In the event of relocation through ROW acquisition track data on ethnicity of residents relocated.	Data will be used to identify any trends in relocations due to ROW acquisitions, and where necessary, develop strategies that would ensure that minorities and low income populations are not disproportionately impacted by relocations for ROW acquisition.

## XI. Notice of Rights

### Your Rights Against Discrimination Under Title VI of the Civil Rights Act of 1964

This policy applies to all operations of Santa Fe County, including its contractors and anyone who acts on behalf of Santa Fe County. This policy also applies to the operations of any department or agency to which Santa Fe County extends federal financial assistance. Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance.

Santa Fe County operates its programs and services without regard to race, color, national origin, sex, age, and disability. Anyone who believes they have been excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any Santa Fe County program or activity because of their race, color, national origin, age, sex, or disability may file a discrimination complaint with Santa Fe County or the New Mexico Department of Transportation.

To file a Title VI discrimination complaint regarding transportation planning or implementation of federally funded County transportation projects or programs please, please contact:

New Mexico Department of Transportation  
Construction and Civil rights Bureau  
1570 Pacheco St. Suite A10  
Santa Fe, NM 87505  
Phone: (505) 629-9890

Federal Highway Administration, New Mexico  
4001 Office Court Dr.  
Suite 801  
Santa Fe, NM  
Phone: (505) 820-2021

To file a Title VI complaint on all matters please contact the Santa Fe County Title VI Coordinator:

Santa Fe County Title VI Coordinator and Capital and Grants Manager  
Santa Fe County Finance Division  
142 W. Palace Avenue, 2<sup>nd</sup> Floor  
Santa Fe, NM 87504  
Phone (505) 986-6323





