

SANTA FE COUNTY

RESOLUTION 2009 - 12

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 / Region III Fund Name: General Fund 101

Budget Adjustment Type: Budget Decrease and Re-alignment of current Budget Fiscal Year: 2009 (July 1, 2008 - June 30, 2009)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	1204	372	0800	Federal Grants / Region III JAG		11,095.00
TOTAL (if SUBTOTAL, check here <input checked="" type="checkbox"/>)						(11,095.00)

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
101	1204	425	10-25	Overtime	1,000.00	
101	1204	425	10-26	Term Employees		11,507.00
101	1204	425	20-06	Benefits	950.00	
TOTAL (if SUBTOTAL, check here)						

SANTA FE COUNTY

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BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	1204	425	50-03	Professional Service Contracts		(13,200.00)
101	1204	425	50-90	Other Contractual Services	1,512.00	
101	1204	425	70-42	Sheriff's Expense	10,700.00	
101	1204	425	70-90	Misc		(550.00)
TOTAL (if SUBTOTAL, check here)					14,162.00	(25,257.00)

Requesting Department Approval: [Signature] Title: Sheriff Date: 12-30-08

Finance Department Approval: [Signature] Date: 1/6/09 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2008 - 12

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Ralph W. Lopez: Program Manager Dept/Div: Sheriff / Region III Phone No.: 473-7021

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

- 1) Please summarize the request and its purpose. This request is to reduce the previously budgeted amount of \$64,064 which was thought to be the original FY 2008 Award to the actual Awarded Amount of \$52,969.00 received from JAG for Fiscal Year 2008, Cost Center 1204 Grant period October 01, 2008 through September 30, 2009. The original budget had to be re-aligned to reflect the decreased budget. These monies will be used in conjunction with other funding sources to continue the operations of the Region III Task Force.
 - a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10-26	Funding to cover an existing position at half-time	Term	Administrative Secretary

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
Cc 1204 / 50-09	Overtime for other Law Enforcement Agencies working with Region III	6,512.03

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

SANTA FE COUNTY

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ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Ralph W. Lopez, Program Manager Dept/Div: Sheriff / Region III Phone No.: 473-7021

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

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
a) If this is a state special appropriation, YES NO X
b) Does this include state or federal funds? YES XX NO
c) Is this request is a result of Commission action? YES NO XX
d) Please identify other funding sources used to match this request. There are no other funding sources to match this request.

SANTA FE COUNTY

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

Approved, Adopted, and Passed This 27th Day of January, 2008.

Santa Fe Board of County Commissioners

Signature of Mike Anaya, Chairperson

Mike Anaya, Chairperson

ATTEST:

Signature of Valerie Espinoza, County Clerk

Valerie Espinoza, County Clerk



COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) ss PAGES: 5
I Hereby Certify That This Instrument Was Filed for
Record On The 28TH Day Of January, 2009 at 11:35:56 AM
And Was Duly Recorded as Instrument # 1550408
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy County Clerk, Santa Fe, NM



**NEW MEXICO
DEPARTMENT OF PUBLIC SAFETY**



BILL RICHARDSON
GOVERNOR

FARON W. SEGOTTA
DEPUTY SECRETARY—OPERATIONS
CHIEF—STATE POLICE

JOHN DENKO JR.
CABINET SECRETARY

PAUL E. COOK
DEPUTY SECRETARY—ADMINISTRATION

November 5, 2008

Mr. Ralph Lopez
Region III
P.O. Box 23118
Santa Fe, New Mexico 87502

Dear Mr. Lopez:

Congratulations! On behalf of the Department of Public Safety, it is my pleasure to inform you that your application for funding under the Edward Byrne Memorial Justice Assistance Grant Program has been approved and you have been awarded \$52,969.00. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports. Should you fail to adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

Enclosed you will find the Sub-grant Agreement, Program Description form, Budget Summary, Detailed Budget worksheet, Certification for Confidential Funds, and Certification for Overtime. To accept this award, please revise the Program Description form, Budget Summary, Detailed Budget worksheet, Certifications, and return along with the signed Sub-grant Agreement to the NM Department of Public Safety, Grants Management Bureau.

If you have any questions regarding this award, please contact:

Evelyn Romero, Grants Management Bureau Chief at (505) 827-3347; or Herald Lopez, ASD Deputy Director at (505) 827-9029

Thank you and we look forward to working with you.

Sincerely,

John Denko, Jr.
Cabinet Secretary

JD:err

OFFICE OF THE SECRETARY
827-3370

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
827-9219

ADMINISTRATIVE SERVICES
827-9016

MOTOR
TRANSPORTATION
827-0321

SPECIAL
INVESTIGATIONS
841-8053

TRAINING
AND RECRUITING
827-9251

TECHNICAL
SUPPORT
827-9221

INFORMATION
TECHNOLOGY
827-9121

SANTA FE COUNTY SHERIFF'S OFFICE



Greg L. Solano
Sheriff
986-2455

gsolano@santafecounty.org

Robert A. Garcia
Undersheriff
986-2455

ragarcia@santafecounty.org

35 Camino Justicia – Santa Fe, New Mexico 87508

Date: November 13, 2008

To: Santa Fe County Attorney's Office

Fr: Sheriff Greg Solano

Subject: Sub-Grant Agreement #08-JAG-Region III-FY 09

To Whom It May Concern:

As Sheriff for Santa Fe County, Secretary/Treasure for the Region III Drug Task Force, and representing the Board of Directors, I am requesting the signature of the County Manager or his Designee as the County's Authorized Representative/Official. For the purpose of signing and accepting the Awarded Grant Funding through the Edward Burn Memorial Justice Assistance Grant Program for \$52,969.00. These monies will be utilized to continue operations of the Region III Drug Task Force and combined with other funds.

The awarded amount falls within the required limits the County Manager has signatory authorization for, Resolution No. 2006-114, adopted by the Board of County Commissioners of Santa Fe, April 11, 2006.

Should you have additional questions pertaining to this Justice Assistance Grant Award please don't hesitate to call me at 986-2455.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Solano', written over a horizontal line.

Sheriff Greg Solano
Santa Fe County Sheriff

**STATE OF NEW MEXICO – DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
SUB-GRANT AGREEMENT**

THIS SUB-GRANT AGREEMENT made and entered into by and between the Department of Public Safety, State of New Mexico, acting through the Grants Management Bureau (GMB), Post Office Box 1628, 4491 Cerrillos Rd., Santa Fe, New Mexico, 87504, hereinafter referred to as the **BUREAU**, and **City of Santa Fe on behalf of Region III** hereinafter referred to as the **SUB-RECIPIENT**.

WHEREAS, this Sub-grant Agreement is made by and between the Bureau and the Sub-recipient, pursuant to the statutory authority under 42 U.S.C. 3751 (a) (BJA-JAG Formula).

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

ARTICLE I - SCOPE OF WORK

- A. The Sub-recipient agrees that it shall implement the program as detailed in the Program Description, Budget Summary, Detailed Budget and Budget Narrative attached hereto and incorporated as part of this Sub-grant Agreement.
- B. The Sub-recipient agrees to make no change in the Program Description, Budget Summary, or Detailed Budget, herein described without first submitting a written request to the Bureau and obtaining the Bureau's written approval of the requested change.
- C. The Sub-recipient shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE II - TERM

- A. This Sub-grant Agreement shall become effective October 1, 2008. **This Sub-grant Agreement shall terminate on September 30, 2009.**
- B. In the event that, due to unusual circumstances, it becomes apparent that this Sub-grant Agreement cannot be brought to full completion within the time period set forth in Article II, Paragraph A, the Sub-recipient shall notify the Bureau writing at least sixty (60) calendar days prior to the termination date of this Sub-grant Agreement and request a Sub-grant Agreement extension.
- C. Upon receipt of the extension request, the Sub-recipient and the Bureau shall review the work accomplished to date and determine whether there is need or sufficient justification to amend this Sub-grant Agreement to provide additional time for completion of the project. The maximum allowable extension for any project shall be twelve (12) months. An extension beyond twelve (12) months is contingent upon the Bureau receiving approval for extension of the grant award from the Federal-funding agency.

ARTICLE III - REPORTS

- A. Periodic Reports
 - 1. In order that the Bureau may adequately evaluate the progress of the Sub-grant Program, the Sub-recipient shall provide Periodic reports to the Bureau. These Reports shall contain a description of the work accomplished to date, the methods and procedures used, a statement of the impact of the program, a completed report form provided by the Bureau, and other such information as may be of assistance to the Bureau in its evaluation of the project.

2. One (1) original of said Report(s) shall be submitted to the Bureau for review and approval no later than 1) January 15, 2009, 2) April 15, 2009, 3) July 15, 2009, and October 15, 2009.
- B. Annual Project Report (APR)
1. The Sub-recipient shall submit to the Bureau one (1) original of the Annual Program Report, no later than **October 15, 2009**.
 2. The Report shall include all of the information listed in Article III, Paragraph A.1, for the entire term of the agreement and shall include sufficient detail to evaluate the effectiveness of the Program.
- C. Request for Payments
1. Sub-recipient is required to submit, at a minimum, quarterly Request for Payment (RFP) with corresponding documentation. One (1) original Request for Payment shall be submitted to the Bureau for review and approval no later than 1) January 15, 2009, 2) April 15, 2009, 3) July 15, 2009, and October 15, 2009.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

- A. In consideration of the Sub-recipient's satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the Bureau shall pay to the Sub-recipient a sum not to exceed \$ 52,969.00
- No matching requirement exists for this project.
- B. The Funds set forth in Paragraph A above shall constitute full and complete payment of monies to be received by the Sub-recipient from the Bureau.
- C. It is understood and agreed that should any portion of the funds paid hereunder by the Bureau to the Sub-recipient for the purpose designated herein remain unexpended after thirty (30) days of the term of this Sub-grant Agreement, said portion of funds shall revert to the Bureau for disposition (OJP Financial Guide-Part III Chapter 2).
- D. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-recipient shall submit a completed Request for Payment Form along with all appropriate supporting documentation. The final Request for Payment is due to the Bureau within thirty (30) days of the date of Sub-grant termination date. Failure to submit the final reimbursement request within the timeframe established will result in non-reimbursement of expenses. All expenditures are to be in accordance with the current edition of the Office of Justice Programs Financial Guide, OMB Circular A-21, the Justice Assistance Grant (JAG) Program Manual, and the New Mexico Department of Public Safety.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Bureau, by written notice to the Sub-recipient shall have the right to terminate this Sub-grant Agreement if, at any time, in the judgment of the Bureau the provisions of this Sub-grant Agreement have been violated or the activities described in the Program Description do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the Sub-recipient.

- B. The Parties may modify any and all terms and conditions of the Sub-grant Agreement only by mutual agreement in writing between the Sub-recipient and the Bureau.

ARTICLE VI - CONDITIONS OF AWARD

- A. This Sub-grant Agreement is contingent upon sufficient appropriations and authorizations being made by the U.S. Department of Justice's Bureau of Justice Assistance (BJA). If sufficient appropriations and authorizations are not made by the U.S. Department of Justice's Bureau of Justice Assistance (BJA), this Sub-grant Agreement shall terminate upon written notice being given by the Bureau to the Grantee. The Bureau is expressly not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved. The Bureau's decision as to whether its funds are sufficient for fulfillment of this Sub-grant Agreement shall be final;
- B. Commencement within 60 days. If a project is not operational within sixty (60) days of the original starting date of the grant period, the Sub-recipient shall report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date;
- C. Operational within 90 days. If a program is not operational within ninety (90) days of the original starting date of the Sub-grant period, the Sub-recipient shall submit a second report in writing, to the Bureau explaining the implementation delay. Upon receipt of the 90-day letter, the Bureau may cancel the program and distribute the funds to other program areas;
- D. Sub-grant recipient is required to submit a Program Description (attached), Budget Summary (attached), Detailed Budget Worksheet, and a Certification of Compliance with Civil Rights Regulations (attached) with the Sub-grant Agreement;
- E. The Sub-recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account). The fund may not be used to pay debts incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The sub-recipient also agrees to obligate and expend the sub-grant funds in the trust fund (including any interest earned) during the period of the sub-grant;
- F. Sub-grant recipient is required to submit, at a minimum, a quarterly Request for Payment (RFP) with corresponding documentation and a Program Income Revenue and Expenditure Report;
- G. Sub-grant recipient is required to participate in the development of a state wide comprehensive drug and gang policy;
- H. Sub-grant recipient is required to serve on the Multi-Jurisdictional Regional Board for their region, and attend all quarterly meetings of their Board;
- I. All Multi Jurisdictional Task Forces are required to submit Board or Council minutes on a quarterly basis, which shall be submitted with the quarterly reports;
- J. Sub-grant recipient is required to obtain prior approval from Department of Public Safety, Grants Management Bureau (GMB) and the Drug Enforcement Advisory Council (DEAC) prior to re-programming overtime funds;
- K. All Law Enforcement Agencies (including the Region) who are a part of the Region, must submit gang information into GangNet. The NMGTTF will provide a summary report ensuring compliance;

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- L. All Region Coordinators are required to attend a Narcotics Management Training and a Commanders Training offered through the High Intensity Drug Trafficking Area (HIDTA) or through the New Mexico Department of Public Safety Training Recruiting Bureau. This condition applies to any new Coordinators. All Coordinators who attended the training in 2004/2005 or 2005/2006 will be exempt from this condition;
- M. Funding shall not be utilized in the following area: veterinary costs;
- N. Funding shall not exceed \$39,600.00 for the Program Coordinator's salary and benefits;
- O. Funding shall not exceed (fifty percent) 50% for the Administrator's salary and benefits;
- P. Employees separating from service shall be paid for accrued annual leave, as of the date of separation, up to a maximum of 240 hours at their current hourly rate. Employees separating from the classified service as the result of a reduction in force shall be paid for all accrued annual leave, as of the date of separation, at their current hourly rate;
- Q. Sub-grant recipients are required to have both fiscal and programmatic personnel attend the Grant Administration Training sponsored by the Grants Management Bureau (GMB);
- R. The Sub-grant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by GMB;
- S. Prior to any overtime being reimbursed, the Grants Management Bureau must receive, review, and approve in writing all agencies overtime policies that will be reimbursed overtime under this sub-grant agreement;
- T. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involved interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communications 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 the existing or proposed IT system;
- U. The Sub-grant recipient acknowledges that all programs funded through subawards, whether at the state, local levels, must conform to the grant program requirements as stated in the current Fiscal Year Program Guidance;
- V. The Sub-recipient shall finance its share, if any, of the costs of the program, including all program overruns;
- W. The Sub-recipient shall submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution;
- X. The Sub-recipient shall adhere to all financial and accounting requirements of the New Mexico Department of Public Safety;

- Y. No member, officer, or employee of the Sub-recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Sub-grant, and the Sub-recipient shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification;
- Z. If applicable, the Sub-recipient assures that matching funds required to pay the non-Federal portion of the cost of each program, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement by the recipient of grant funds and shall be provided on a program-by-program basis;
- AA. Funds made available under this Sub-grant shall not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement and other anti-drug activities; and,
- BB. Fund accounting, auditing, monitoring, and such evaluation procedures as necessary to keep records, as the Bureau requires, shall be provided to assure fiscal control, property management, and effective disbursement of funds received.

ARTICLE VII - CERTIFICATION

The Sub-recipient hereby assures and certifies that it shall comply with State and Federal regulations, policies, guidelines, and requirements with respect to the acceptance and use of funds for this program. Also, the Sub-recipient hereby assures and certifies with respect to this Sub-grant that:

- A. The Sub-recipient assures that it shall comply, and all its Sub-grantees and contractors shall comply, with the non-discrimination requirements of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the Americans with Disabilities Act of 1990, 42 USC. 12131; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendment of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 35 and 42, Sub-parts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. Seq., as applicable to construction contracts;
- B. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient shall forward a copy of the finding to the Bureau and the Office of Civil Rights Compliance of the Office of Justice Programs, U.S. Department of Justice, 810 7th St. N.W., Washington, D.C. 50231;
- C. The Sub-recipient shall, if required, formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.302, etc. Seq., and submit a certification to the Bureau that the Sub-recipient has a current EEOP on file which meets the requirements therein;
- D. The Sub-recipient shall comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18,

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Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35 and 42, Non-Discrimination Equal Employment Policies and Procedures; 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; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

- E. Prior to the expenditure of funds allocated for confidential expenditures under this Sub-grant Award, the program director shall sign a certification indicating that said director has read, understands, and agrees to abide by all the conditions pertaining to confidential funds as set forth in the current edition of the Office of Justice Programs Financial Guide;
- F. The Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide;
- G. The Sub-recipient certifies that the programs contained in its application and Program Description shall meet all the requirements and shall comply with all provisions and all other applicable Federal and State laws and statutory authority of 42 U.S.C. 3751 (a) (BJA-JAG Formula) and that all information is correct;
- H. The Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is July 1, 2008 to June 30, 2009. The submission of the audit report shall be as follows:
 - 1. Audits are due no later than December 15, 2009. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report.
 - 2. Submit the management letter with the audit report.
 - 3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report.
 - 4. Should funding not be awarded in a subsequent year, the sub-recipient shall submit the next years audit to include the months of July, August, and September.
- I. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP;
- J. To support public safety and justice information sharing, OJP requires the sub-recipient to use the Global Justice Data Model specifications and guidelines for this particular grant. Sub-recipient shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm;

- K. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition;
- L. The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-Level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded meth lab operations:
1. The sub-recipient shall ensure compliance with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations;
 2. The sub-recipient shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.
 3. The sub-recipient will be monitored by GMB, regarding funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all sub-grants:
 1. Provide medical screening of personnel assigned or to be assigned by the sub-grantee to the seizure or closure of clandestine methamphetamine laboratories;
 2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
 3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
 4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
 5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
 6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
 7. Monitor the transport, disposal, and recycling components of subparagraphs lettered R. immediately above in order to ensure proper compliances;
 8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
 9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for

other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

- M. Sub-recipient agrees that funds provided under this sub-award may not be used to operate a "pay-to-stay" program in any local jail.
- N. "Applicants must certify that Limited Proficiency persons have meaningful access to the services under this program(s). National Origin includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure the LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance documents can be accessed on the Internet at www.lep.gov."
- O. The Sub-grant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Bases 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-recipients of grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or 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.

ARTICLE VIII - RETENTION OF RECORDS

- A. The Sub-recipient shall keep all records that will fully disclose the amount and disposition of the total funds from all sources budgeted for the Sub-grant Agreement period, the purpose of undertaking for which such funds were used, 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 project.

ARTICLE IX - SPECIAL TERMS AND CONDITIONS

THE SUB-RECIPIENT DOES HEREBY AGREE that it shall report all program-related income, including such income in the form of assets seized and/or forfeited, including cash, to the Bureau on a quarterly basis, as necessary. Sub-recipient also agrees to report the number of arrests and quantities of drugs seized during the operation of the Sub-grant program on a quarterly basis, as necessary.

THE SUB-RECIPIENT DOES HEREBY AGREE they will submit to Grants Management Bureau for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant, or any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-recipient describing programs funded in whole or in part with Federal funds, the sub-recipient shall submit to GMB at least forty-five (45) working days prior to the targeted dissemination date or public release and shall contain the following statement::

"This project was supported by Grant #2008-GP-CX-0026, awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

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

THE SUB-RECIPIENT DOES HEREBY AGREE that it shall submit fingerprint impressions for individuals arrested for the commission of any criminal offense amounting to a felony or for the commission of any criminal offense not amounting to a felony but punishable by imprisonment for more than six months in accordance with Section 29-3-8, NMSA, 1978 and the applicable rule as formulated by the New Mexico State Police Board. The Sub-recipient shall submit these fingerprint impressions to the New Mexico State Police in duplicate at the following address: Attn.: Ident. Section Department of Public Safety, P.O. Box 1628, Santa Fe, New Mexico 87504-1628

In addition, the SUB-RECIPIENT agrees to not obligate Sub-grant or match funds following the close of the Sub-grant and to submit all requests for reimbursement to the Bureau within thirty (30) days of the close of the Sub-grant.

ARTICLE X - GRANTEE REPRESENTATIVE

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

Teresa C. Martinez

Fiscal Representative

Address:

102 Grant Avenue

Santa Fe, NM 87501

Telephone No:

(505) 995-2780

Sheriff Greg Solano

Program Representative

Address:

Santa Fe County Sheriff's Office

#35 Camino Justicia

Santa Fe, NM 87508

Telephone No:

(505) 986-2456

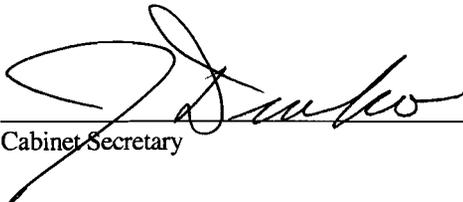
THEREFORE, the Sub-recipient and the Bureau do hereby execute this Sub-grant Agreement. The term of the agreement as stated in Article II is from October 1, 2008 through September 30, 2009. The Agreement is executed upon the signature of the Department of Public Safety Cabinet Secretary.

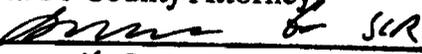
THIS SUB-GRANT AGREEMENT has been approved by:

SUB-RECIPIENT:

By:  11/25/08
Date
Agency Director, Mayor,
County Commission Chairman,
or Pueblo/Tribal Governor/President
(circle one and print name and title)

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU:**

By:  12/5/08
Date
Cabinet Secretary

Approved as to form
Santa Fe County Attorney
By:  SIR
Date: 11.25.2009