SANTA FE COUNTY
RESOLUTION 2021- 001

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

Whereas, the Board of County Commissioners meeting in regular session on 1/12/21**, did request the following budget adjustment:**

Department / Division: Community Services Department

Budget Adjustment Type (drop down): Budget Increase Fiscal Year: 2021 (July 1, 2020 - June 30, 2021)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
241	0479	371	04-00	DWI Distribution Reversion Grant	$ 233,000.00	
TOTAL					$ 233,000.00	$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
241	0479	464	50-03	Contractual Services	$ 233,000.00	
TOTAL					$ 233,000.00	$ -

Requesting Department Approval: Rachel O'Conner **Date:** 12/10/2020 **Log #** 780

Reviewed and approved by: *Annette G. Baca 11-23-2020* **Budget Adminstrator** *Joey Rowe*

Finance Dept Approval: [signature] **Date:** 12/21/2020 **Entered by:** _____ **Date** _____

County Mgr Approval: [signature] **Date:** 1/12/2021 **Updated by:** _____ **Date:** _____

SFC CLERK RECORDED 01/14/2021

SANTA FE COUNTY
RESOLUTION 2021-001

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 in the area below.

LDWI funds provide a majority of the funding for the Santa Fe County DWI Program. These funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by NMDFA. The LDWI Grant Program allows for Santa Fe County to apply for LDWI funds reverted back to NMDFA by local government DWI programs. On October 6, 2020, Santa Fe County was awarded $233,000.00.

The grant requires the County provide for a 10.0% in-kind match in the amount of $23,300.00. The County DWI Program will be providing the matching funds using salaries and benefits that are partially funded by DWI compliance fees.

County Staff developed the application and incorporated suggestions from staff and the DWI Planning Council. This Resolution was endorsed by the DWI Planning Council.

	Recurring	Non-Recurring
2 Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	☐	☑

	Yes	No
3 Does this request impact a revenue source?	☑	☐
A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	☐	☑
B. Does this include state or federal funds? **LDWI Reversion Grant #21-D-G-27**	☑	☐
C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc)	☐	☑
D. Is a match required? If Yes, please identify funding source in the line below.	☑	☐

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)
241	0484	464		Salary & Benefits	$ 23,300.00	Yes

SFC CLERK RECORDED 01/14/2021

SANTA FE COUNTY
RESOLUTION 2021-001

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 12th Day of January, 2021.

Santa Fe Board of County Commissioners

Henry P. Roybal, Chairperson

ATTEST:

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 26

I Hereby Certify That This Instrument Was Filed for Record On The 14TH Day Of January, 2021 at 03:32:49 PM And Was Duly Recorded as Instrument # 1940391 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy County Clerk, Santa Fe, NM

SFC CLERK RECORDED 01/14/2021

SFC CLERK RECORDED 01/14/2021

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 27, 2020

VIA EMAIL

The Honorable Commissioner Anna Hamilton
Santa Fe County Commission Chair
PO Box 276
Santa Fe, NM 88501-276

Through Chanelle Delgado, DWI Coordinator

Dear Commissioner Hamilton:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #21-D-G-27 for your review and approval. **Please note that an original, wet or electronic, authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call or email Julie Krupcale, LDWI Bureau Chief at (505) 629-2845 or Julie.Krupcale@state.nm.us.

Sincerely,

Julie M. Krupcale

Julie Krupcale, LDWI Bureau Chief
Local Government Division

SFC CLERK RECORDED 01/14/2021
SFC CLERK RECORDED 01/14/2021

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

DWI GRANT AGREEMENT
Program No. **21-D-G-27**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **"Division,"** and the **County of Santa Fe,** hereinafter called the **"Grantee,"** collectively called **"the Parties."**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on October 6, 2020, the DWI Grant Council awarded the Grantee **$233,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Program"); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.

B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. The term of this Grant Agreement shall become effective **October 6, 2020** and will terminate on **June 30, 2021.**

B. The General Appropriation Act of 2020, Section 3, General Provisions (C) states: "Amounts set out in Section 4 of the General Appropriation Act of 2020, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2021 for the objects expressed". Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.

2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.

3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **January 29, 2021**.

2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **January 29, 2021**, and **April 30, 2021** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

SFC CLERK RECORDED 01/14/2021
SFC CLERK RECORDED 01/14/2021

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 9, 2021.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.

2. The Annual Report shall be submitted no later than **July 30, 2021.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Two Hundred Thirty Three Thousand Dollars and no Cents ($233,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.

B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.

D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.

C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.

D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
   a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
   b. Incurred on or before the termination date in the notice of early termination;
   c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
   d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

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

A. It has the legal authority to receive and expend the funds as described in the Program Description.

B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.

C. It shall finance all costs of the Program, including all Program overruns.

D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

SFC CLERK RECORDED 01/14/2021
SFC CLERK RECORDED 01/14/2021

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over $60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purposed of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.

G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.

H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.

I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

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

Name: Chanelle Delgado
Title: DWI Coordinator
Address: 100 Catron Street
Santa Fe, NM 87504

Phone: (505) 992-9840
Email: cdelgado@santafecountynm.gov

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

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

Phone: (505) 827-4958
Email: jami.krueger@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty-Three Thousand Three Hundred Dollars and No Cents ($23,300.00) (10%)** as its matching funds commitment.

B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.

C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by October 31, 2020,** for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.

D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by October 31, 2020**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

E. The Grantee shall submit to the Division written copies of the description of the

SFC CLERK RECORDED 01/14/2021

compliance monitoring program protocol by October 31, 2020, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

F. The Grantee shall submit **LDWI Planning Council by-laws by October 31, 2020.**

G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**

H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**

I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

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

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

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

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

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

SANTA FE COUNTY

By: Katherine Miller
Authorized Signatory

11-4-2020
Date

Katherine Miller, Santa Fe County Manager
(Type or Print Name)

Approved as to form by Roberta D. Joe for G.S.S.
Santa Fe County Attorney
November 2, 2020

Santa Fe County Finance Director 11/2/2020

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By:_____
Donnie Quintana, Director

_____
Date

SFC CLERK RECORDED 01/14/2021
SFC CLERK RECORDED 01/14/2021

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Santa Fe County
Grant No.: 21-D-G-27
Grant Amount: $233,000.00

Grantee will provide DWI program activities in the following areas:

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

Prevention activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse. LDWI funds may be used to support the assessment, capacity, planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

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

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

2. Enforcement:
Overtime for officers to support sobriety checkpoints, directed patrols and underage drinking enforcement will be supported through the LDWI grant program.

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

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

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

4. Compliance Monitoring/Tracking:
The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.)

Compliance monitoring follow-up may also include community service supervision. All programs must use the State selected screening and tracking instrument. Programs that fund supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5. <u>Coordination, Planning, and Evaluation</u>:

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

SFC CLERK RECORDED 01/14/2021

EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT

Grantee: _____ **Quarter:** _____

To be completed by DWI Coordinator	**To be completed by LDWI Program Manager**
Grant: ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation	Grant: ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation
Distribution: ___Exhibit F & F(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation ___Backup Documentation of fees collected and spent	Distribution: ___Exhibit F & F(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation ___Backup Documentation of fees collected and spent
___Exhibit I – Enforcement Activity Report and/or ___Exhibit I (B) – Full Time Officer Report	___Exhibit I – Enforcement Activity Report and/or ___Exhibit I (B) – Full Time Officer Report
___Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report	___Review Managerial Data Set (MDS) Quarterly Report
___Complete, Review & Attach Database Screening & Tracking Quarterly Report	___Review Database Screening & Tracking Quarterly Report
___LDWI Planning Council Meeting Agenda and Minutes (Signed) ___Planning Council Meeting Sign In Sheet(s)	___LDWI Planning Council Meeting Agenda and Minutes (Signed) ___Planning Council Meeting Sign In Sheet(s)
___Successes/Challenges	___Successes/Challenges
___Compliance/Treatment Survey Results **OR** ___ Evaluation Update	___Compliance/Treatment Survey Results **OR** ___ Evaluation Update

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

_____	_____	_____
Program Representative Signature	Print Name	Date
_____	_____	_____
County/City Official Signature	Print Name	Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

_____	_____	_____
LDWI Program Manager Signature	Print Name	Date

Exhibit C

Local DWI Grant Program
Revenue/Expenditure Summary

Grantee
Santa Fe County

Grant No.: 21-D-G-27

Total Grant
$233,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Grant	233,000.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees					
County	23,300.00				
City		**PROGRAM**			
Judicial/Courts		Personnel Services	0.00	0.00	0.00
Other (list):		Employee Benefits	0.00	0.00	0.00
		Travel (In-State)	0.00	0.00	0.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	0.00	0.00	0.00
		Operating Costs	0.00	0.00	0.00
		Contractual Services	233,000.00	23,300.00	256,300.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	**256,300.00**	**TOTAL EXPENDITURES**	**233,000.00**	**23,300.00**	**256,300.00**

* Administrative is allowed only as In-Kind Match
**Capital purchases must have prior approval from DFA/LDWI.
*** In-Kind Match must be at least 10% of Grant Expenditure total
10%= 23,300.00

SFC CLERK RECORDED 01/14/2021

Exhibit C

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component

Grant:

	Budget
Prevention	183,000.00
Enforcement	30,000.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	5,000.00
Coordination, Planning & Evaluation	15,000.00
Alternative Sentencing	0.00
Totals:	233,000.00

ck 233,000.00

Santa Fe County
PO Box 276
Santa Fe, NM 87504-027
505-986-6321
21-D-G-27

In-Kind Match:

	Budget
Prevention	23,300.00
Enforcement	0.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	23,300.00

ck 23,300.00

Tot. Bud. Expd: 256,300.00 ck 256,300.00

Exhibit D

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Payment Request No.: 1

I. A. Grantee:	Santa Fe County	**II. Payment:**	
B. Address:	PO Box 276	**A. Grant Award:**	**$233,000.00**
	Santa Fe, NM 87504-0276	**B. Funds Received To Date:**	**$0.00**
		C. Amount Requested This Payment:	**$0.00**
C. Telephone No.:	505-986-6321	**D. Grant Balance:**	**$233,000.00** 233,000.00
D. Grant No.:	21-D-G-27	**III. Report Period Ending:**	Enter Date--->

Budget Line Items	Grant: Approved Budget	Grant: Expenditures This Request	Grant: Remaining Budget	Grant: Total YTD Expenditures	In-Kind Match: Approved Budget	In-Kind Match: Expenditures This Request	In-Kind Match: Remaining Budget	In-Kind Match: Total YTD Expenditures	
ADMINISTRATIVE									
Personnel Services					0.00	0.00	**0.00**	0.00	Per. Serv.
Employee Benefits					0.00	0.00	**0.00**	0.00	Empl. Ben.
PROGRAM									
Personnel Services	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Per. Serv.
Employee Benefits	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Empl. Ben.
Travel (In-State)	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Travel Out
Supplies	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Supplies
Operating Costs	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Operating
Contractual Services	233,000.00	0.00	**233,000.00**	0.00	23,300.00	0.00	**23,300.00**	0.00	Contractual
Minor Equipment	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Minor Equip.
Capital Purchases	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00	Capital Purch
TOTALS	**233,000.00**	**0.00**	**233,000.00**	**0.00**	**23,300.00**	**0.00**	**23,300.00**	**0.00**	

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representive (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representive (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

Revised: July 2020

SFC CLERK RECORDED 01/14/2021

Exhibit D (1)
0

LOCAL DWI GRANT PROGRAM

Request for Payment/Financial Status Report
Breakdown By Component

Grantee: Santa Fe County
Grant No.: 21-D-G-27
Request No. 1

Total Grant Funds Requested This Request:	0.00
Total In-Kind Match This Request:	0.00
Total Expenditures Reported This Request:	0.00

Grant:

	Budget	This Request	Remaining Budget	Expenditures YTD
Prevention	183,000.00	0.00	183,000.00	0.00
Enforcement	30,000.00	0.00	30,000.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00
Compliance Monitoring/Tracking	5,000.00	0.00	5,000.00	0.00
Coordination, Planning & Evaluation	15,000.00	0.00	15,000.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	233,000.00	0.00	233,000.00	0.00

In-Kind Match:

	Budget	This Request	Remaining Budget	Expenditures YTD	Additional In-Kind Match
Prevention	23,300.00	0.00	23,300.00	0.00	
Enforcement	0.00	0.00	0.00	0.00	
Screening	0.00	0.00	0.00	0.00	
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00	
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00	
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00	
Alternative Sentencing	0.00	0.00	0.00	0.00	
Totals:	23,300.00	0.00	23,300.00	0.00	0.00

			Checks:
Total Expenditures This Reimbursement:	0.00	↔	0.00
Total Expenditures Year to Date:	0.00	↔	0.00
Total Additional In-Kind Match Year to Date:	0.00		

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Representive (Signature) | Title | Date

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request:	**0.00**
Total In-Kind Match This Request:	**0.00**
Total Expenditures Reported This Request:	**0.00**

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier		Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

SEC CLERK RECORDED 01/14/2021

Total Travel (In-State): 0.00

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Total Travel (Out-of-State): 0.00

Supplies (*List Prevention Giveaways/Promotional Items separately below)

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

*Prevention Giveaways/Promotional Items

Total Supplies: 0.00

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Operating Costs: 0.00

Contractual Services

Period Covered	Check Date	Vendor	Description	Document Identifier	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Minor Equipment: 0.00

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Capital Purchases: 0.00

Total Grant Fund Reimbursement Request: **0.00**

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature) | Title | Date

SEC CLERK RECORDED 01/14/2021

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
Grant No.: 0
Request No.: 0

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier		Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Total Travel (In-State): 0.00

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Total Travel (Out-of-State): 0.00

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Supplies: 0.00

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Operating Costs: 0.00

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Minor Equipment: 0.00

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Capital Purchases: 0.00

SEC CLERK RECORDED 01/14/2021

Total In-Kind Match: **0.00**

Check: 0.00

Additional In-Kind Match	**Total Amount**	**Fee Amount & Source**	**Additional Sources**
Prevention			
Enforcement			
Screening			
Domestic Violence			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature) | Title | Date

EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM

GRANTEE: _____ Report Period: _____

COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED

ENFORCEMENT ACTIVITIES: __ Underage Enforcement __ Checkpoint __ Directed Patrol
Other _____

Date Activity Conducted:			Number of Officers
Location of Activity:	Start Time:	End Time:	

				Additional Funds Used For Activity
# DWI Arrests		# Under 21 Possession Consumption Citations:		Source(s):
# Other Arrests		# Open Container Citations		
# Written Warnings		# Other Citations		Total Amount: $

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals	0.00		$ -

SFC CLERK RECORDED 01/14/2021
SFC CLERK RECORDED 01/14/2021

Revised: July 2020