### Budgeted Expenditures

<table>
<thead>
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<th>Amount</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>63,043</td>
<td>EXPENSE UNIFORM EXPENSE</td>
<td>70.9</td>
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<tr>
<td>1,270</td>
<td>CAPITAL EXPENSE</td>
<td>80.99</td>
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<tr>
<td>1,800</td>
<td>SUBSCRIPIONS &amp; DUES</td>
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<tr>
<td>546</td>
<td>TELEPHONE/INTERNET/CABLE</td>
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<tr>
<td>31</td>
<td>SERVICES/CONSULTANT/PROFESSIONAL</td>
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<tr>
<td>700</td>
<td>TRAVEL/OUT-STATE</td>
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<tr>
<td>3,374</td>
<td>SALARY &amp; WAGES/OVERSEASON</td>
<td>10.3</td>
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<tr>
<td>51,24</td>
<td>TOTAL</td>
<td>132.9</td>
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### Budgeted Revenues

<table>
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<tr>
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<td>80,274</td>
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<td>51,24</td>
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<td>123.9</td>
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**Resolution 2022-**

**Santa Fe County**

**Resolution 2022-**

**Date: 07/09/2022**

**Passed:**

**By:**

**Approved:**

**By:**
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<tr>
<th>BUDGETED (Drop Down)</th>
<th>AMOUNT</th>
<th>CATEGORY / LINE Item</th>
<th>EXTENT</th>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE PROVIDE THE LINE ITEM OF THE MENTIONED BELOW:**

| X |                     |                      |        |          |            |       |

**Is it a mandated?** (yes, no)

| X |                     | Supporting documentation (Minutes, Resolution, Ordinance, etc.) |        |          |            |       |

**C. Is this request a result of Commission action?** (YES, NO)

| X |                     |                      |        |          |            |       |

**SF 19, 19-AVA-SPSO-FP7796: BAP F21**

| X |                     | 19-AVA-SPSO-FP7796: BAP F21 |        |          |            |       |

**Does this reduce state or federal funding?**

| X |                     |                      |        |          |            |       |

**A. Is this a state special appropriation?** (YES, NO)

| X |                     |                      |        |          |            |       |

**Does this request impact a revenue source?**

| X |                     |                      |        |          |            |       |

**Is this budget action for a Quarterly or Non-Budgeting Expenditure Line?**

|     |                     |                      |        |          |            |       |

**Yes:** Purchased

Additionally, the SO has received the Bulb Program (BAP) funds in the amount of $2,751 to be utilized for the replacement of lightbulbs.

The SO is requesting to decrease the existing budget of $6,973. The funds were in place for expired 18-AVM and 19-AVM lamps to zero.

The SO has been awarded the 2021 JVAM Walsh Act (AV) Impediment Grant in the amount of $59,274 through the MNDP. The purpose of this grant is to provide funding for new medical equipment that improves patient care and reduced the need for additional personnel.

**RESOLUTION 2022-007**

**SANTA FE COUNTY**

**SFC CLERK RECORDED: 02/09/2022**
RESOLUTION 2022-03
SANTA FE COUNTY
SEC CLERK RECORDED 02/09/2022

Approved, adopted, and passed this _Day of February_, 2022.

Anna I. Hamilton, Chairperson
Santa Fe Board of County Commissioners

WITNESS MY Hand and Seal of Office

Katherine E. Clark, County Clerk

State of New Mexico
County of Santa Fe

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED...
STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application  ✔ Approved by BVP  View Details

AVAILABLE AWARDS

<table>
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<tr>
<th>ATTN</th>
<th>Fiscal Year</th>
<th>Award Amount</th>
<th>Total Paid</th>
<th>Total Requests</th>
<th>Eligible Balance</th>
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</table>

https://grants.ojp.usdoj.gov/bvp/vests/roles/jurisdiction/status.jsp?level1(Status)&level2=Current+Status
APPLICATION DETAILS

APPLICATION PROFILE

Participant: SANTA FE COUNTY

Fiscal Year: 2021

Number of Agencies Applied: 0

Total Number of Officers for Application: 96

Number of Officers on Approved Applications: 96

APPLICATION PROFILE

Fiscal Year: 2021

Vest Replacement Cycle: 5

Number of Officers: 96

Number of Stolen or Damaged

Emergency Replacement Needs: 0

Number of Officer Turnover: 20

APPLICATION DETAILS

https://grants.ojp.usdoj.gov/bvp/vests/roles/jurisdiction/history/app_details.jsp?applYear=2021&applName=2021+Regular+Fund
<table>
<thead>
<tr>
<th>NIJ#</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Cost</th>
<th>Tax Shipping and Handling</th>
<th>Total Cost</th>
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AWARD SUMMARY FOR FY2021 REGULAR FUND

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<thead>
<tr>
<th>Funds Type</th>
<th>Eligible Amount</th>
<th>Award</th>
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<td>10/18/21</td>
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<td>Grand Totals:</td>
<td>$14,385.60</td>
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Subgrant Name: Santa Fe County Sheriff's Office
Subgrant Agreement Number: 21-AWA-SFSO-FY22
Award Amount: $141,470.00
Subgrant DUNS number: 053297131
Grant Term: October 1, 2021 – June 30, 2023

2021 Support for Adam Walsh Act Implementation (AWA) Award

This Sub-grant Agreement made effective October 1, 2021, 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 Santa Fe County Sheriff’s Office (SFCSO), as the Program herein, jointly referred to as the “SUBGRANTEE.”

WHEREAS, this Sub-grant Agreement is made by and between the Bureau and the Subgrantee, pursuant to the authority of the Adam Walsh Child Protection and Safety Act of 2006, P.L. 109-248, (CFDA #16.750); and

WHEREAS, The Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) Support for Adam Walsh Act (AWA) Implementation Grant Program assists jurisdictions with developing and/or enhancing programs designed to implement the Sex Offender Registration and Notification Act (SORNA). SORNA (34 U.S.C. § 20901 et seq.) was enacted to protect the public by establishing a comprehensive national system of standards for the registration and notification of convicted sex offenders; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the AWA formula grant and administer funds to other state agencies and local units of government. In this role, the NMDPS through the Grants Management Bureau (GMB), provides administrative oversight, monitoring, and programmatic reporting statewide to assure compliance with State and Federal laws and regulations. The NMDPS GMB is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing AWA sub-grant proposals, and administering AWA sub-grant awards.

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

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

SECTION ONE: PURPOSE

The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2021 Support for Adam Walsh Act (AWA) Implementation Grant Program and any other relevant rules, laws, and regulations. The funding for the 2021 AWA award is as follows:
SCOPE OF WORK

1. The Subgrantee agrees that it shall implement its program as detailed in the submitted 2021 Support for Adam Walsh Act (AWA) Implementation Grant Program Application (attached and incorporated herein as Attachment A), as well as the Budget Detail Worksheet (attached and incorporated herein as Attachment B); and specifically, the Subgrantee shall use grant funds to achieve the following goals and objectives.

- **Goal #1** – The sex offender units will utilize AWA federal funding to increase the SORNA compliance of sex offenders residing within Santa Fe County.
  
  - **Objective 1.1**: To increase address verification and compliance of registered sex offenders currently living in Santa Fe County by 10%.
  
  - **Objective 1.2**: To increase the surveillance of high-risk registered sex offenders on probation or parole in Santa Fe County through a 15% increase in surveillance tactical operations.

- **Goal #2** – The SFCO SOU will utilize AWA funding to purchase equipment that will enhance the effectiveness of sex offenders’ surveillance operations.

  - **Objective 2.1**: To enhance surveillance operations and investigations through the purchase of modern digital camera equipment, drone surveillance equipment, supplies, and the renewal of CovertTrack Mapping Products subscription.

  - **Objective 2.2**: To incorporate the use of modern offender registration software into the SFCOS SOU’s compliance monitoring protocol.

- **Goal #3 applies to Bernalillo County**

- **Goal #4** - The SFCOSO SOU will utilize federal funding to implement SORNA and sex offender training opportunities to law enforcement and other criminal justice agencies across the state whose personnel is responsible for sex offender registration, notification, monitoring, and management.

  - **Objective 4.1**: To provide the SFCOSO SOU detectives and deputies with “Sex Offender Supervision Officer Bootcamp” training through paid registration fees. This training is coordinated by the SFCSO SOU and will be offered to law enforcement officers from agencies across the state of New Mexico.

  - **Objective 4.2**: To provide the SFCOSO SOU detective and deputy an opportunity to attend a sex offender training relevant to best practices in monitoring sex offenders and managing their sex offender caseload.
2. The Subgrantee agrees to make no change in its Goals and Objectives or Budget Detail Worksheet without complying with the Bureau’s amendment procedures provided in this Agreement.

SECTION TWO: TERMS OF THIS SUB-GRANT AGREEMENT

1. This Sub-grant Agreement shall become effective October 1, 2021 and shall terminate on June 30, 2023.

2. The Subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the Subgrantee’s program’s progress to determine if the Subgrantee is on track to expend funds by the end of the Sub-grant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Sub-grant Agreement period, the Bureau will make a recommendation to amend the Sub-grant Agreement’s budget in an effort to revert funds. This action may occur prior to the end of the Sub-grant Agreement period to allow for funding to become available for other Subgrantee programs.

4. This Sub-grant 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 Sub-grant Agreement and not enforceable pursuant to this Sub-grant 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.

5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Sub-Grant Agreement extension; and

SECTION THREE: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Sub-grant Agreement in order to receive the compensation described in Section Four.

1. Act in the capacity as the fiduciary for this Program.

2. Include the Sub-grant Agreement number on all correspondence and submittals to the Bureau.

3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Sub-grant Agreement. If the Subgrantee’s program has not commenced or is not operational within ninety (90) days, the Subgrantee 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, Subgrantee 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 Subgrantee’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.

4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.

5. Prior to any overtime being reimbursed, the subgrantee must provide the Bureau for its review for compliance, the overtime policy for all participating agency(s), if applicable.
6. Pay all expenditures made by Sub-grantee in completion of this Agreement upfront. The Bureau will reimburse for all allowable expenditures after receiving a Request for Reimbursement (RFR).

7. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Sub-grant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Subgrantee 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.

8. 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 Subgrantee, contractor, or sub-contractor.

9. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.

10. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.

11. The Subgrantee 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 Subgrantee describing programs funded in whole or in part by this agreement. The Subgrantee 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.

12. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Subgrantee prior to each visit. Further, the Subgrantee 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.

13. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over $1,500.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually until disposition of all property/equipment purchased with these grant funds, with a fair market per-unit value of $5,000.00 is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Sub-grant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 C.F.R. § 74.34 or 45 C.F.R. § 92.32, as applicable.

14. The Subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract
or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: http://oig.justice.gov/hotline/.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: https://oig.justice.gov/hotline/whistleblower-protection.htm.

15. The Subgrantee 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 Subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff; and

SECTION FOUR: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the Subgrantee’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 reimburse the Subgrantee a sum up to, and not to exceed $141,470.00. The funds are to be expended in accordance with the Budget Detail Worksheet (Attachment B), attached hereto and hereby incorporated into this Agreement. It is understood and agreed that the Subgrantee’s expenditures of these funds shall not deviate from the line items of said budget without the prior written approval of the Bureau.

2. The funds set forth in this section – Paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Bureau.

3. All payments shall be made on an actual cost reimbursement basis. The Subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
   a. RFR forms (found at https://www.dps.nm.gov/sub-grantee-forms) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
   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 Sub-grant Agreement. Failure by the Subgrantee 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 Subgrantee’s ability to obtain funding in the future.
c. If there are no expenditures to claim on an RFR, the Subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.

d. No RFR will be processed if, in the judgment of the Bureau, the Subgrantee is in violation of any section of this Sub-grant Agreement.

4. Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), Subgrantee’s approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices;

5. Upon the completion of this Agreement, any portion of Subgrantee’s unexpended funds revert back to the New Mexico Department of Public Safety;

SECTION FIVE: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Subgrantee is required to complete and submit programmatic reports.

1. The Subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:
   
   Quarterly: October 1st – December 31st, Progress Report due by January 15th
   Quarterly: January 1st – March 31st, Progress Report due by April 15th
   Quarterly: April 1st – June 30th, Progress Report due by July 15th
   Quarterly: July 1st – September 30th, Progress Report due October 15th

   OR

   Semiannual: January 1st – June 30th, Progress Report due July 15th
   Semiannual: July 1st – December 31st, Progress Report due January 15th

   The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. The Subgrantee 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 Subgrantee of any additional reporting requirements as they are imposed.

3. The Subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;

4. The Subgrantee must collect, maintain, and provide the Bureau, data that measures 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 the Bureau. Data collection supports
compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SIX: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the Subgrantee 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 Subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award, for the Subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the Subgrantee will be unable to request funds until the Bureau determines that the Subgrantee is in compliance;

2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;

3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;

4. Failing to submit reports required by Section Five; or

5. Filing a false certification with the application, this Sub-grant Agreement, or in other reports or documents.

6. The Subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee is required to submit one pursuant to 28 C.F.R. § 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.

7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee’s Application;

8. Failing to adhere to the requirements in this Sub-grant Agreement;

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

Before imposing sanctions, the Bureau will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION SEVEN: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees 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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 FY 2021 award.

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

Record retention and access: Records pertinent to the award that the Subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subgrantee must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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 Subgrantee is to contact the Bureau promptly for clarification.

2. **Requirement to report actual or imminent breach of personally identifiable information (PII)**

The Subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3. **Safe policing and law enforcement subrecipients**

If this award is a discretionary award, the Subgrantee agrees that it will not make any subawards to
State, local, college, or university law enforcement agencies unless such agencies have been
certified by an approved independent credentialing body or have started the certification process.
To become certified, law enforcement agencies must meet two mandatory conditions: (1) the
agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the
agency's use of force policies prohibit chokeholds except in situations where use of deadly force is
allowed by law. For detailed information on this certification requirement, see
https://cops.usdoj.gov/SafePolicingEO.

4. Effect of failure to address audit issues

The Subgrantee understands and agrees that the Bureau may withhold award funds, or may impose
other related requirements, if (as determined by the Bureau) the Subgrantee does not satisfactorily
and promptly address outstanding issues from audits required by the Part 200 Uniform
Requirements (or by the terms of this award), or other outstanding issues that arise in connection
with audits, investigations, or reviews of DOJ awards.

5. Requirements of the award: remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any
assurances or certifications submitted by or on behalf of the recipient that relate to conduct during
the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may
determine that it will not enforce, or enforce only in part, one or more requirements otherwise
applicable to the award. Any such exceptions regarding enforcement, including any such
exceptions made during the period of performance, are (or will be during the period of
performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal
Notices: Special circumstances as to particular award conditions"
(ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the
award.

By signing and accepting this award on behalf of the Subgrantee, the authorized Subgrantee
official accepts all material requirements of the award, and specifically adopts, as if personally
executed by the authorized Subgrantee official, all assurances or certifications submitted by or on
behalf of the Subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full
below, a condition incorporated by reference below, or an assurance or certification related to
conduct during the award period -- may result in the Bureau taking appropriate action with respect
to the Subgrantee and the award. Among other things, the Bureau may withhold award funds,
disallow costs, or suspend or terminate the award. The Bureau, including the DOJ, also may take
other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

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

The Subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, also sets out rules and requirements that pertain to Subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse ), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

The Subgrantee 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.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The Subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Subgrantee 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 Subgrantee 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 Bureau for guidance.

10. **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The Subgrantee must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

11. **Requirement for data on performance and effectiveness under the award**

The Subgrantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to the Bureau in the manner (including within the timeframes) specified by the Bureau in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
12. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (by the Subgrantee) is to benefit a set of individuals under 18 years of age.

The Subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subgrantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to the Bureau by email. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subgrantee's past performance, or other programmatic or financial concerns with the Subgrantee. The Subgrantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Subgrantee high risk, 2. The date the Subgrantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.


References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The Subgrantee agrees to comply with the DOJ Grants Financial Guide.
15. **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16. **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

The Subgrantee 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, 2021, are set out at https://oip.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.

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

17. **Potential imposition of additional requirements**

The Subgrantee agrees to comply with any additional requirements that may be imposed by the Bureau during the period of performance for this award, if the Subgrantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. **Employment eligibility verification for hiring under the award**

A. The Subgrantee must--

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

2. Notify all persons associated with the Subgrantee who are or will be involved in activities under this award of both--
(a) this award requirement for verification of employment eligibility, and

(b) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

C. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) Subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

2. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4. Nothing in this condition shall be understood to authorize or require any recipient, any
subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

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

No Subgrantee under this award, or entity that receives a procurement 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 Subgrantee--

1. represents that it neither requires nor 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

2. 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
B. If the Subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

1. it represents that--

(a) it has determined that no other entity that the Subgrantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) 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

(b) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. OJP Training Guiding Principles

Any training or training materials that the Subgrantee-- develops or delivers with OJP award funds

22. All subawards ("subgrants") must have specific federal authorization

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

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

23. Requirements related to System for Award Management and Universal Identifier Requirements

The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.

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

This 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).

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by the Bureau may not be used by the Subgrantee either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.
(There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by the Bureau from being used by the Subgrantee to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Subgrantee would or might fall within the scope of these prohibitions, the Subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

25. **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000**

The Subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

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 [https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm](https://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 $250,000)), and are incorporated by reference here.

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

The Subgrantee 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 Subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Subgrantee.

The details of the Subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at [https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to
trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. **Requirement to report potentially duplicative funding**

If the Subgrantee currently has other active awards of federal funds, or if the Subgrantee receives any other award of federal funds during the period of performance for this award, the Subgrantee promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the Subgrantee must promptly notify the Bureau in writing of the potential duplication, and, if so requested by the Bureau, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. **Reporting potential fraud, waste, and abuse, and similar misconduct**

The Subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at [https://oig.justice.gov/hotline/contact-grants.htm](https://oig.justice.gov/hotline/contact-grants.htm) (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at [https://oig.justice.gov/hotline](https://oig.justice.gov/hotline).

29. To ensure substantial implementation of SORNA, OJP and the SMART Office require that all fingerprint and palm print equipment (commonly referred to as "Livescan" devices) purchased with grant funds is able to properly transfer information to the Federal Bureau of Investigation's Integrated Automated Fingerprint Identification System (IAFIS). This may be accomplished through a connection with the State system or through another conduit. The Subgrantee agrees to assess and ensure that the system purchased with grant funds can communicate with the system submitting fingerprint data to IAFIS or with the State or other entity's system. Further, any such

30. To avoid duplicating existing networks or IT systems in any initiatives funded by SMART for law enforcement information sharing systems that 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 SMART that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

31. Justification of consultant rate

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 Bureau prior to obligation or expenditure of such funds.

32. Cooperating with OJP Monitoring

The Subgrantee agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The Subgrantee agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the Subgrantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the Subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the Subgrantee's access to award funds; referral to the DOJ OIG for audit review; designation of the Subgrantee as a DOJ High Risk grantee; or termination of an award(s).

SECTION EIGHT: SUBGRANTEE AUDIT REQUIREMENTS

The Subgrantee agrees to comply with the 2 C.F.R. § 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent audit report as a part of subgrantee monitoring.

2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.
SECTION NINE: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The Subgrantee agrees to make no change in the Application (Attachment A), which includes, but is not limited to, Subgrantee’s goals and objectives and Budget Detail Worksheet (Attachment B), without complying with the Bureau’s amendment procedures provided in this Sub-grant Agreement and upon the receipt of the Bureau’s approval prior to any changes being made.

2. Amendments may be submitted by the Subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
   a. Upon receipt of the extension request, the Subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Sub-Grant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the OJP.

3. The Bureau, by written notice to the Subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and

4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.

5. 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; and

SECTION TEN: SUBGRANTEE REPRESENTATIVE

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

<table>
<thead>
<tr>
<th>FEDERAL AWARDING AGENCY</th>
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</thead>
<tbody>
<tr>
<td>Office of Justice Programs</td>
</tr>
<tr>
<td>810 7th Street NW</td>
</tr>
<tr>
<td>Washington, DC 20531</td>
</tr>
<tr>
<td>Telephone: (202) 307-0690</td>
</tr>
<tr>
<td>Email: <a href="mailto:askOCR@usdoj.gov">askOCR@usdoj.gov</a></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>STATE ADMINISTERING AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Public Safety</td>
</tr>
<tr>
<td>4491 Cerrillos Rd.</td>
</tr>
<tr>
<td>Santa Fe, New Mexico 87504</td>
</tr>
</tbody>
</table>

Sub-grant Agreement #21-AWA-SFSO-FY22
SECTION ELEVEN: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Subgrantee. 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 TWELVE: WAIVER

The Bureau or Subgrantee’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 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: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The Subgrantee 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 Sub-grant 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 Sub-grant 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 Sub-grant Agreement apart from that set forth in the New Mexico Tort Claims Act.
SECTION FIFTEEN: SEVERABILITY

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

SECTION SIXTEEN: INSTRUCTIONS AND FORMS

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at https://www.dps.nm.gov/sub-grantee-forms. Forms are incorporated into and made part of this Agreement upon completion.

SECTION SEVENTEEN: GRANT CLOSEOUT

1. The Subgrantee 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 Subgrantee must take to complete this process at the end of the period of performance.

   a. The Subgrantee 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. The Bureau may approve extensions when requested by the Subgrantee and will be determined on a case by case basis.

   b. The Bureau will make prompt payments to the Subgrantee for allowable reimbursable costs under the award being closed out.

   c. The Subgrantee 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.

   d. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION EIGHTEEN: STATUS OF SUBGRANTEE

The Subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The Subgrantee, 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 the Agreement.

SECTION NINETEEN: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Sub-grant Agreement.
   a. Subgrantee’s Application (Attachment A)
   b. Subgrantee’s Budget Detail Worksheet (Attachment B)

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 Sub-grant Agreement upon execution.
   a. Certification of Compliance with Equal Employment Opportunity Plan (EEOP) Requirements (Certification 1)
b. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Certification 2)
c. Standard Assurances (Certification 3)
d. Privacy Certification (Certification 4)

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

SUBGRANTEE:

By: ____________________________
Signature of Certifying Official

Katherine Miller
Printed Name

By: ____________________________
Program Agency Director

Katherine Miller
Printed Name

DEPARTMENT OF PUBLIC SAFETY:

By: ____________________________
Signature of Cabinet Secretary/Awarding Official

Jason Bowie
Printed Name

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

By: ____________________________
General Counsel

Elleghnat Trickey
Printed Name

Date: 11-30-2021

Date: 12-32-2021

Date: 12-10-2021
## Budget Summary

*Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.*

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Year 1 Federal Request</th>
<th>Year 1 Non-Federal Request</th>
<th>Year 2 Federal Request</th>
<th>Year 2 Non-Federal Request</th>
<th>Year 3 Federal Request</th>
<th>Year 3 Non-Federal Request</th>
<th>Year 4 Federal Request</th>
<th>Year 4 Non-Federal Request</th>
<th>Year 5 Federal Request</th>
<th>Year 5 Non-Federal Request</th>
<th>Total</th>
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<tbody>
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<td>A. Personnel</td>
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<td>B. Fringe Benefits</td>
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<tr>
<td>D. Equipment</td>
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<td>J. Indirect Costs</td>
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<td><strong>Total Project Costs</strong></td>
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</tbody>
</table>

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? Yes

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