

Santa Fe County Purchasing Process Request Form

Date Submitted:	4/7/26	Requesting User Agency:	Sheriff's Office
Name & Phone of Contact Person:	Clarissa Garcia/(505)986-2444		
Contract Tracking #/Buyer (Purchasing)	2026-0321-SO	BCC Approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate date	

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

The Sheriff's Office has a MOA request for the purpose of Reimbursement of overtime salary costs and other costs with prior ATF approval, including but not limited to travel, fuel, training and equipment incurred by the Count of Santa Fe in providing resources to assist the ATF. The county manager's signature is being requested at this time.

Does this request require IT approval? Yes No **If yes, is the approved work order attached?** Yes No

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund & Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: provide fund(s) _____ Grant approval: _____	Is this a capital project? <input type="checkbox"/> Yes <input type="checkbox"/> No Capital approval: _____ Fund/Cost Center approval: _____	

Please provide account number(s) for this request:

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

4/10/2026 RND reviewed; approved as to form. Ret to Purchasing

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

*Washington, DC 20226
www.atf.gov*

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

And

County of Santa Fe

**for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the County of Santa Fe, headquartered in Santa Fe, NM, for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the County of Santa Fe in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties, and if signed on different dates the later date. This MOA terminates five years from the date of the final signature, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

- A.** Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that

are incurred in a joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.

- B. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
- C. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the County of Santa Fe and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The County of Santa Fe shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The County of Santa Fe shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The County of Santa Fe shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The County of Santa Fe shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.
- C. The County of Santa Fe shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law

enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Brenton Hutson, 201 3rd Street, NW, Suite 1570, Albuquerque, NM 87102, brenton.hutson@atf.gov

- D. The County of Santa Fe may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the County of Santa Fe and submitted to ATF field office for signature and verification of the invoice.
- F. The County of Santa Fe will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
 - (1). If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2). No waivers or extensions will be granted or honored. The County of Santa Fe will submit the request for reimbursement email to the following address:

ATF, ATTN: RAC Brenton Hutson, 201 3rd Street, NW, Suite 1570, Albuquerque, NM 87102, brenton.hutson@atf.gov

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the County of Santa Fe for participation with ATF during the joint operation/task force. The responsible State or local official shall

also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The County of Santa Fe acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Field Operations, Resource Management Branch for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

VI. **PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The County of Santa Fe agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the County of Santa Fe and is not intended to confer any right or benefit to any private person or party.

IX. LIMITATIONS

- A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.
- B. A determination that any term of this MOA is invalid for any reason shall not affect the validity of the remaining terms.
- C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

- D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).
- E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.
- F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- G. The terms and provisions in this Agreement shall be construed under the applicable federal statutes and regulations.

X. **SIGNATURES AND ACKNOWLEDGEMENT**

- A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this MOA on behalf of ATF and County of Santa Fe respectively. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

APRIL
MCILWAIN

Digitally signed by APRIL
MCILWAIN
Date: 2026.03.23
10:36:55 -04'00'

April McIlwain
Deputy Chief Financial Officer
Office of Management
ATF
Date: _____

Shawn Stallo
Special Agent in Charge
Phoenix Field Division
ATF
Date: _____

Gregory Shaffer
County Manager
County of Santa Fe
Date: _____