

**2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Award**

This Agreement made effective July 1, 2013, 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 Santa Fe County, serving as the Fiscal/Fiduciary Agency for Region III Multi-Jurisdictional Task Force as the Program herein, jointly referred to as the "**SUB-GRANTEE**".

**WHEREAS**, this Sub-grant Agreement is made by and between the Bureau and the Sub-grantee, pursuant to the authority of Public Law No. 108-447, Consolidated Appropriation Act, 2005, and NMSA 1978 Section 9-19-6 ; and

**WHEREAS**, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) (CFDA #16.738) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

**WHEREAS**, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The Department is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Sub-grantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to Sub-grantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary sub-grant information, and closes out the awards to BJA; and

**WHEREAS**, the JAG Program was established to streamline justice funding and grant administration and allow states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and condition Public Law 109-162, Title XI Department of Justice Reauthorization, Subtitle B Improving the Department of Justice's Grant Programs, Chapter 1 Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111 (Merger of the Byrne Formula Grant Program and Local Law Enforcement Block Grant Program). Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most; and

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

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

**SECTION ONE: PURPOSE**

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

**SECTION TWO: SCOPE OF WORK**

1. The Sub-grantee agrees that it shall implement its program as detailed in their submitted SFY2014 Edward Byrne Justice Assistance Sub-grant Grant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the Sub-grantee shall utilize grant funds to continue task force operations with the necessary financial means to pay overtime for case investigations, confidential funds and office expenses relevant to Region III operations. The grants funds are rendered for the purpose of conducting drug investigations, controlled buys, and undercover purchases and for paying informants.
  - Goal 1 – To reduce the amount of Heroin trafficking within Region III.
    - To have a positive impact on the heroin trafficking within Santa Fe and Rio Arriba County through intense investigations by concentrating on street level and mid-level dealers.
  - Goal 2 – To reduce the amount of cocaine trafficking within Region III.
    - To have a positive impact on the cocaine trafficking within Santa Fe and Rio Arriba county through intense investigations by concentrating on street level and mid-level dealers.
  - Goal 3 – To reduce the amounts of locally grown marijuana within the boundaries of Region III.
    - To conduct marijuana eradication mission within Region III in conjunction with supporting agencies.
2. The Sub-grantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Agreement), which includes, but is not limited to, Sub-grantee's goals and objectives and detailed budget without complying with the Bureau's amendment procedures provided in this Agreement and notifying the Bureau prior to any changes being made; and
3. The Sub-grantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detail program description is incorporated herein as part of the Sub-grantee's Application (attached and incorporated herein as Attachment A); and
4. The Sub-grantee agrees to provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

### **SECTION THREE: TERMS OF THIS AGREEMENT**

1. This Agreement shall become effective July 1, 2013 and shall terminate on June 30, 2014; and,
2. The Bureau shall evaluate the Sub-grantee's Program's progress to determine if the Sub-grantee is on track to expend at least thirty five percent (35%) of awarded funds by December 31, 2013 and at least seventy percent (70%) of awarded funds by March 31, 2014. In the event the sub-grantee fails to expend their funds in accordance with the above cited requirements, the difference between the actual expenditures and the required expenditures shall be reverted at the end of each milestone/benchmark accordingly.
  - a. If extenuating circumstances exist, sub-grantees may petition the Drug Enforcement Advisory Council through its Budget and Funding Sub-Committee for relief of the reversion of unexpended funds.
  - b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department for disposition.
  - c. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
3. In no event shall this agreement be extended past June 30, 2014.

### **SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES**

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Act in the capacity as fiscal agent and fiduciary for this Program; and
2. Utilize the Agreement Number on all correspondence and submittals to the Bureau; and
3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, Office of Management and Budget (OMB) Circular A-21, OMB Circular A-133, OMB Circular A-110, or any other applicable Circulars, rules, regulations, guidelines, and the Bureau of Justice Assistance (BJA) Program Manual; and
4. Must have the program commenced and operational within ninety (90) days of the last signatory executing this Agreement. If the Sub-grantee's program has not commenced or is not operational within ninety (90) days, the Sub-grantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Sub-grantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Sub-grantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs; and Submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution; and

5. Prior to any overtime being reimbursed, the Bureau must receive, review for compliance, and approve in writing, the overtime policy for all participating agency(s), if applicable, that will be reimbursed overtime under this Agreement, (attached and incorporated herein as Certification 5); and
6. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and
7. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Agreement; and
8. Understands and agrees 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) related to this award, including such records of any Sub-grantee, contractor, or sub-contractor; and
9. Understands and agrees that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Sub-grantee (or of any contractor or sub-contractor) regarding transactions related to this award; and
10. Required to have both fiscal and programmatic personnel attend the Grant 101/Financial Management Training(s) provided annually by the Bureau; and
11. The Sub-grantee agrees they will submit to the Bureau for review and approval of any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, through funds from this grant or any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-grantee describing programs funded in whole or in part with Federal funds. The Sub-grantee shall submit the above stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.

## **SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT**

1. Upon approval of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Bureau shall reimburse the Sub-grantee a sum up to, and not to exceed **\$129,094** and
2. No matching requirement exists for this program; and
3. 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; and

4. As required by Section 3.2 Terms of This Agreement, sub-grantees shall meet the financial benchmarks as established. Any funds remaining at the end of the grant term shall be reverted to the New Mexico Department of Public Safety; and
5. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
  - A. One original Request for Reimbursement (RFR) (attached and incorporated herein as Form 3) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month.
  - B. One original **Final Request for Reimbursement** ("RFR") must be submitted to the Bureau for review and approval no later than **fifteen (15) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Bureau will result in an Administrative Closeout by the Bureau. If an Administrative Closeout, as defined in the JAG Instructions (attached and incorporated herein as Form 1), takes place, it may have a negative impact on Sub-grantee's ability to obtain funding in the future; and
6. Prior authorization from the Bureau is required to submit a RFR with zero expenditure: and.
7. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Bureau, the Sub-grantee is in violation of any section of this Sub-grant Agreement.

## SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS

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

1. One original Performance Measure Tool (PMT) and Progress Report shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter or otherwise stated by the Bureau following the last signatory executing this Agreement. The schedule is as follows:

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

PMT report forms will be provided by the Bureau; and

2. The Sub-grantee shall submit a Monthly Financial Activity Report (Form 4) to the Bureau for review and approval no later than fifteen (15) calendar days after the end of each month; and
3. All sub-grantees shall submit a closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within thirty (30) days of the termination date of this agreement; and
4. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the Sub-grantee of any additional reporting requirements as they are imposed.

## **SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS**

The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. 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; or
2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or
3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions; or
4. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding; or
5. Failing to submit reports; or
6. Filing a false certification in this application or in other reports or documents.

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

## **SECTION EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS**

As a requirement in accepting this award, all sub-grantees must adhere to the following requirements:

1. Ensure Access to Federally Assisted Programs  
Federal laws prohibit Sub-grantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits; and
2. Provide Services to Limited English Proficiency (LEP) Individuals  
In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Sub-grantees of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that Sub-grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>; and
3. Ensure Equal Treatment for Faith-Based Organizations  
The Department of Justice developed a regulation at 28 C.F.R. pt. 38 specifically pertaining to the funding of faith-based organizations, entitled "Equal Treatment for Faith-Based Organizations" and known as the Equal Treatment Regulation, which requires that faith-based organizations be treated the same as any other applicant or Sub-grantee. The regulation prohibits the Department of Justice or the Bureau from

making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see Office for Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by Sub-grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Bureau; and

4. Enforce Civil Rights Laws

All Sub-grantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Sub-grantees must comply with Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 794; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132. Accordingly, the Bureau may request information from the Sub-grantee in the event of an Office of Civil Rights (OCR) investigation and/or an OCR compliance review, to include but not limited to data showing that services are being provided equitably to all segments of the service population and that employment practices meet equal employment opportunity standards; and

5. Comply with the Safe Streets Act and Program Requirements

In addition to these general provisions, an organization that receives Federal funds through a sub-award understands and agrees that it is subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c)(1), and other Federal grant program requirements. In addition, Sub-grantee must meet these additional requirements:

A. Comply with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-308, and

B. Submit to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 31.202(5)), and

- C. In the event a finding of discrimination against Sub-grantee results, after a due process hearing, on the ground of race, color, religion, national origin, or sex, Sub-grantee must submit a copy of the finding to OCR and the Bureau for review; and

6. Meeting the EEOP Requirement

In accordance with Federal regulations, Sub-grantee must comply with the following EEOP reporting requirements.

- A. If Sub-grantee has received an award for less than \$25,000; and/or if the Sub-grantee has less than 50 employees, regardless of the amount of the award; and/or if Sub-grantee is a medical institution, educational institution, nonprofit organization or Indian tribe, then Sub-grantee is exempt from the EEOP requirement. However, Sub-grantee must complete Part II, Certification A of the Certification Form (attached and incorporated herein as Certification 1) and submit the original Certification Form to OCR, with a copy to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.
- B. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS, a single award for more than \$25,000 and less than \$500,000, Sub-grantee must prepare an EEOP in accordance with 28 CFR 42.301, et seq, subpart E, that must be signed into effect by the proper authority and disseminated to all employees, and that is on file for review or audit by officials of OCR, as required by relevant laws and regulations. The Bureau reserves the right to request a copy of the EEOP. In addition, the Sub-grantee must complete Part II, Certification B of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.
- C. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS a single award of \$500,000 or more in Federal US Department of Justice (DOJ) Funds, then an original EEOP or EEOP Short Form must be submitted within thirty (30) days of the award that includes a section specifically analyzing the sub-grantee (implementing) agency to the OCR, with a copy to the Bureau. For assistance in developing an EEOP, contact a specialist at OCR by dialing (202) 616-3208. Should an EEOP have already been submitted to the OCR encompassing the award period, sub-grantee shall submit to the Bureau a copy of the letter received from the OCR showing that an EEOP has been accepted. In addition, the Sub-grantee must complete Part II, Certification C of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- D. The Sub-grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Sub-grantee is required to submit one pursuant to 28 C.F.R Section 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 Sub-grantee is in compliance; and

7. Ensure the Compliance of Sub-awardees

If Sub-grantee makes sub-awards to other agencies, Sub-grantee is responsible for assuring the agencies also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to

developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons.

Sub-grantee can find assistance in fulfilling these civil rights responsibilities by calling OCR at (202) 307-0690 or by visiting the website at [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/); and

8. The Sub-grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Program (OJP) Financial Guide and the Bureau's procedural manual; and
9. The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Office of Justice Programs (OJP) Financial Guide, Chapter 24; and
10. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP; and
11. The Sub-grantee must promptly refer to the DOJ OIG and the Bureau, any credible evidence that a principal, employee, agent, contractor, Sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct will be reported to the OIG and Bureau by mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax (202) 616-9881

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

And;

New Mexico Department of Public Safety  
Grants Management Bureau  
4491 Cerrillos Rd.  
PO BOX 1628  
Santa Fe, NM 87504-1628  
or fax: (505) 827-3398

12. The Sub-grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Sub-grantee understands that the Bureau **will not reimburse** any portion of salaries paid for existing general fund employees/staff; and
13. The Sub-grantee understands the Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit; and
14. The Sub-grantee understands that it will 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.
15. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
16. The Sub-grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Sub-recipient is a high-risk grantee. Per C.f. 28 C.F.R. parts 66, 70.
17. The Sub-grantee is to support public safety and justice information sharing; OJP requires the sub-grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Sub-grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. The Sub-grantee acknowledges that all programs funded through sub awards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
20. The Sub-grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. part 23 to be applicable OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. part 23 occur, the Sub-grantee may be fined as per 42 U.S.C. 3789 g (c)-(d). Sub-grantee may not satisfy such a fine with federal funds; and

21. The Sub-grantee agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the Sub-grantee agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>; and
22. The Sub-grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent; and
23. The Sub-grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R., Part 22 that are applicable to collection, use, and revelation of data or information. Sub-grantee further agrees, as a condition of grant approval to submit a Privacy Certification that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23; and
24. The Sub-grantee agrees to assist BJA and the Bureau in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, the Sub-grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Sub-grantee agrees to contact the BJA and the Bureau.

The Sub-grantee understands that this special condition applies to it following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Sub-grantee or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either
  - (1) result in a change in its basic prior use or
  - (2) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are
  - (1) purchased as an incidental component of a funded activity and
  - (2) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Sub-grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Sub-

grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.

Application of this Special Condition to Sub-grantee's Existing Programs or Activities: For any of the Sub-grantee's existing programs or activities that will be funded by these grant funds, the Sub-grantee, upon specific request from and /or BJA and the Bureau, agrees to cooperate with BJA and the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity; and

25. The sub-grantee agrees to provide and comply with the following department special certifications:
  - a. Uniform Crime Reporting Certification. Sub-grantee shall abide by all conditions as set forth in New Mexico State Statute 29-3-11 Uniform Crime Reporting System;
  - b. Confidential Funds Certification. Sub-grantee shall abide by all conditions as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and in the Bureau's procedural manual.
  - c. Supplanting Certification. Sub-grantee shall provide certification that any grant funds awarded under this agreement shall be used to supplement existing funds and shall not supplant funds that have been appropriated for the same purpose.
  - d. Deconfliction Certification. Sub-grantee shall participate in the case and subject deconfliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).
  - e. GangNet© Certification. Sub-grantee shall utilize GangNet© and abide by all conditions set forth in the New Mexico Gang Task Force GangNet© Operating Policies and Procedures; and
  
26. The sub-grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

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

The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular applicable to this program, as further described in the current edition of the OJP Financial Guide, Chapter 24.

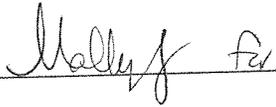
1. Audits are due, to the Bureau, no later than nine months (9 months) following the end of the state fiscal year. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report; and
2. Submit the management letter responding to audit findings, if any with the audit report; and
3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report which may impact the fiscal and/or programmatic management of this grant.

## **SECTION TEN: AMENDMENTS AND MODIFICATIONS**

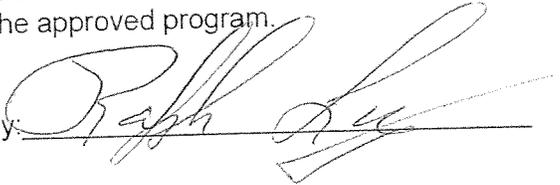
1. Amendments may be submitted by the Sub-grantee to request corrections for any programmatic, administrative, or financial change associated with this Agreement. Guidelines for submitting Amendment requests are described in the Instruction Form (attached and incorporated herein as Form 1); and
2. The Bureau, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
3. The Bureau by written notice has the right to deny any amendment request.
4. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, in so far as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

**SECTION ELEVEN: SUB-GRANTEE REPRESENTATIVE**

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

By: 

Teresa Martinez  
Finance Division Director

By: 

Ralph Lopez  
Program Representative

Address:  
102 Grant Avenue  
Santa Fe, NM 87504

Address:  
102 Grant Avenue  
Santa Fe, NM 87504

Telephone No:  
  
(505)995-2780

Telephone No:  
  
(505)473-7021

Email:  
  
tsanchez@santafecounty.org

Email:  
  
rwlopez@co.santa-fe.nm.us

## **SECTION TWELVE: AUTHORIZATION OF EXPENDITURES**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Sub-grantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

## **SECTION THIRTEEN: TERMS OF THE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

## **SECTION FOURTEEN: 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 FIFTEEN: NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Bureau or the Sub-grantee arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

## **SECTION SIXTEEN: SEVERABILITY**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

## **SECTION SEVENTEEN: TERMINATION**

1. The Bureau, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Bureau the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the Sub-grantee; and

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

## **SECTION EIGHTEEN: INSTRUCTIONS AND FORMS**

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.nm.org/>. Forms are incorporated into and made part of this Agreement upon completion.

- A. Instruction Form (Form 1)
- B. Sub-grant Agreement Amendment Form (Form 2)
- C. Request for Reimbursement (RFR) Form (Form 3)
- D. Monthly Financial Activity Report (Form 4)
- E. Training and Related Travel Request (Form 5)
- F. Fixed Asset Form (Form 6)
- G. Personnel Activity Report (Form 7)

## **SECTION NINETEEN: ATTACHMENTS**

Attachments listed below are incorporated into and made part of this Agreement:

- A. Sub-grantee's Application (Attachment A)

## **SECTION TWENTY: CERTIFICATIONS**

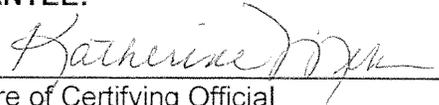
The below listed certifications need to be completed and return to the Bureau along with this Agreement:

- A. Certification of Compliance with Civil Right Regulations (Certification 1)
- B. Limited English Proficiency Certification (Certification 2)
- C. Standard Assurances Certification (Certification 3)
- D. Certification Regarding Lobbying; Debarment, Suspension & Other Responsible Matters and Drug-free Workplace Requirements (Certification 4)
- E. Overtime Certification, if applicable (Certification 5)
- F. Confidential Funds Certification, if applicable (Certification 6)
- G. Privacy Certification (Certification 7)
- H. Uniform Crime Reporting Certification (Certification 8)
- I. Supplanting Certification (Certification 9)
- J. Deconfliction/SafetyNet (Certification 10)
- K. GangNet Certification (Certification 11)

Certifications are incorporated and made part of this Agreement upon completion.

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

**SUB-GRANTEE:**

By:   
Signature of Certifying Official

Date: 7-29-13

Printed Name: Katherine Miller

Title: County Manager, Santa Fe County

By:   
Program Agency Director

Date: 7-17-13

Printed Name: Robert Garcia

Title: Sheriff, Santa Fe County

Approved as to form  
Santa Fe County Attorney  
By:   
Date: July 25 2013

 7/26/13

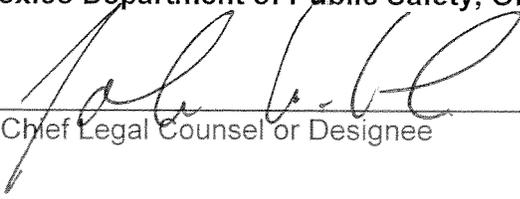
**DEPARTMENT OF PUBLIC SAFETY:**

By:   
Cabinet Secretary or Designee

Date: 08/26/13

Printed Name: Gorden E. Eden, Jr.

**Reviewed as to legal form and sufficiency  
New Mexico Department of Public Safety, Office of Legal Affairs**

By:   
Chief Legal Counsel or Designee

Date: 8.19.13

Printed Name: John Wheeler

ATTACHMENT A

SUB-GRANTEE APPLICATION

DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU (GMB)  
**BUDGET DETAIL WORKSHEET**

**1. 200 CATEGORY COSTS -**

**1a. Personnel - 200** – List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. **MJTF Coordinator Annual Salary cannot exceed \$60,000 of grant funds provided by the Department of Public Safety**

Name/Position	Computation	Grant Funds	Match	Cost
1025 - Overtime for Santa Fe County Agents and Deputies	Hourly Rate @ 1.5 Or 1.0 (Averaging \$26.00 Hourly Rate)	\$ 14,151	\$ -	\$ 14,151
1026 - Program Manager	3 Mnths - 40 Hrs. a Week / 6 Mths 32 Hrs. a Week @ \$27.5600 + \$1,000 Retention Incentive	\$ 37,430	\$ -	\$ 37,430
1026 - Administrative Assistant	3 Mnths - 40 Hrs. a Week / 6 Mths 32 Hrs. a Week @ \$18.8065 + \$1,000 Retention Incentive	\$ 25,875	\$ -	\$ 25,875
		<b>\$ 77,456</b>	<b>\$ -</b>	
<b>1a. Sub-Total Personnel</b>				<b>\$ 77,456</b>

**1b. Fringe Benefits - 200** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Type	Computation	Grant Funds	Match	Cost
2001 - 2008 - Benefits for Program Manager	3 Mnths - 40 Hrs a Week / 6 Mnths - 32 Hrs a Week	\$ 10,934	\$ -	\$ 10,934
2001 - 2008 - Benefits for Administrative Assistant	3 Mnths - 40 Hrs a Week / 6 Mnths - 32 Hrs a Week	\$ 9,801	\$ -	\$ 9,801
		<b>\$ 20,735</b>	<b>\$ -</b>	
<b>1b. Sub-Total Fringe Benefits</b>				<b>\$ 20,735</b>



**3. 400 CATEGORY COSTS**

3a. Travel - 400 – For Purposes of the Grant application budget, enter the total budgetary costs for travel anticipated for the grant term. Travel expenses include staff trainings, field interviews, advisory group meetings, airfare, lodging, subsistence etc. Identify the location of travel, if known. Registration Fees should be included in the "Other Costs Category" not the "Travel Costs Category". Training/ travel requests must be submitted to GMB on the approved *Training Request Form* prior to travel.

Purpose	Location	Computation	Grant Funds	Match	Cost
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
<b>3a. Sub-Total Travel</b>					\$ -

**Justification Travel** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

3b. Equipment – 400 – List non-expendable items that are to be purchased. Equipment is tangible property having a useful life of more than one year and/or an acquisition cost of \$5,000 or more per unit. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. All equipment will be bar-coded by the GMB for tracking purposes.

Item	Computation	Grant Funds	Match	Cost
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>3b. Sub-Total Equipment</b>				\$ -

**Justification Equipment** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

**3c. Supplies – 400** – List items by type (office supplies, postage, training materials, etc.) and show the basis for computation.

Supply Item	Computation	Grant	Match	Cost
		Funds		
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	
<b>3c. Sub-Total Supplies</b>				\$ -

**Justification Supplies** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):

**3d. Confidential Funds – 400** - confidential funds are those monies allocated to **Purchase of Service (P/S)** which includes effects to create or establish the appearance of affluence for undercover purposes, within reasonable limits. **Purchase of Evidence (P/E)** for purchase of evidence and/or contraband, such as narcotics. **Purchase of Information (P/I)** which includes the payment of monies to an informant for specific information.

Description	Computation	Grant Funds	Match	Cost
7042- Confidential Funds		\$ 14,152	\$ -	\$ 14,152
		<u>\$ 14,152</u>	\$ -	
<b>3e. Sub-Total Confidential Funds</b>				\$ 14,152

**Justification Confidential Funds** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project): 7042 -  
 Confidential Funds are for the purpose of purchasing evidence, information, and services, which will comply with the OJP Financial Guide. With these funds Agents are able to pay Confidential Informant expenses and purchase narcotics to pursue case investigations. The Agents also utilize these funds as flash rolls when necessary to conduct buy-bust operations.

**3e. Other Costs – 400** – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months. **\*Training/ travel requests must be submitted to GMB on the approved Training Request Form prior to travel.**

Description	Computation	Grant Funds	Match	Cost
4341 - Liability Insurance	\$2,600.00 are paid yearly to Daniels Insurance	\$ 2,600	\$ -	\$ 2,600
		<u>\$ 2,600</u>	\$ -	
<b>3f. Sub-Total Other Costs</b>				\$ 2,600

**Justification Other Costs** (Provide a written justification explaining the purpose of this expenditure and its relationship to the mission of the project):  
 4341 - Region III is required by the Board of Directors and Landlord to have liability insurance, which is paid yearly to Daniels Insurance.

<b>Total 400 Category</b>	<b>\$ 16,752</b>
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**BUDGET SUMMARY**

<b>Budget Category</b>	<b>Grant Funds</b>	<b>Match</b>	<b>Costs</b>	<b>Grant Funds Only</b>
Personnel Services -200	\$ 77,456	\$ -	\$ 77,456	60%
Fringe Benefits - 200	\$ 20,735	\$ -	\$ 20,735	16%
<b>200- Category Total</b>	<b>\$ 98,191</b>	<b>\$ -</b>	<b>\$ 98,191</b>	<b>76%</b>
Contractual Services - 300	\$ 14,151	\$ -	\$ 14,151	11%
<b>300 - Category Total</b>	<b>\$ 14,151</b>	<b>\$ -</b>	<b>\$ 14,151</b>	<b>11%</b>
Travel - 400	\$ -	\$ -	\$ -	0%
Equipment - 400	\$ -	\$ -	\$ -	0%
Supplies - 400	\$ -	\$ -	\$ -	0%
Confidential Funds - 400	\$ 14,152	\$ -	\$ 14,152	11%
Other Costs - 400	\$ 2,600	\$ -	\$ 2,600	2%
<b>400 - Category Total</b>	<b>\$ 16,752</b>	<b>\$ -</b>	<b>\$ 16,752</b>	<b>13%</b>
<b><u>Total Application Request</u></b>	<b><u>\$ 129,094</u></b>	<b><u>\$ -</u></b>		<b><u>100%</u></b>

**DEPARTMENT OF PUBLIC SAFETY  
GRANTS MANAGEMENT BUREAU  
FY 2013 JAG PROGRAM APPLICATION BUDGET NARRATIVE**

SUB-GRANTEE FIDUCIARY/FISCAL AGENT:

Santa Fe County / Region III

LEAD AGENCY(S):

Region III Multi-Jurisdictional Drug Task Force

PROGRAM/PURPOSE AREA:

Law Enforcement Program

FY 13' FUNDING REQUEST:

\$		129,094	
CATEGORY			
200	300	400	Admin. Costs
\$ 98,191	\$ 14,151	\$ 16,752	

OTHER FUNDING SOURCES FOR PROGRAM:

HIDTA	OCDETF	OTHER	TOTAL
		Prog. Income	
\$ 255,013.00	*Enter Here*	110.00	\$ 365,013.00

JAG FUNDING BALANCES:

*\*Currently on the books*

8	9	10	11	12
\$ -	\$ -	\$ -	\$ -	\$ -

PROGRAM OVERVIEW:

"Enter Here" Funding enables the Region to continue task force operations with the necessary financial means to pay overtime for case investigations, for confidential funds, and for necessary office expenses relevant to Region III operations. These funds also provide the salaries for the Program Manager and Administrative Assistant for the Region. The agents assigned to the Region from the Santa Fe City Police Department and the Santa Fe County Sheriff's Office are both paid overtime through JAG funding, they also use money budgeted for Confidential Funds as well. These monies are rendered for the purpose of conducting drug investigations, controlled buys, undercover purchases, and for paying informants.

PLAN FOR PROGRAM IF NOT FUNDED AT REQUESTED LEVEL:

"Enter Here" A lack of funds will impact the agents assigned from local agencies the most. These agencies, the Santa Fe City Police Department and the Santa Fe County Sheriff's Office, utilize the majority of JAG funding. Consequently their operations will be reduced to a bare minimum due to a limited amount of money for both overtime and confidential funds. Should Program Income (Equitable Sharing) funds be available they will be utilized to leverage the short fall. The administrative staff would be limited to thirty-two hours a week or less beginning calendar year 2014, which has been the case in the past. This could present a moderate to severe impact depending on the amount of funding received and the dollar amount of Program Income available. In the past the Chief of Santa Fe City Police Department has offered to help cover some of the overtime for his agents, and the Sheriff from Santa Fe County has paid overtime for his agent. These agencies are currently having budget issues and are unable to support the Task Force at its current level of operations should funding not be achieved.

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME
one	Lieutenant	State Police	No	Yes
one	Sergeant	State Police	No	Yes
Five	One Sgt. 4 Agts	Santa Fe PD	No	Yes
one	Agent	S.F. County S.O.	No	Yes

CERTIFICATION:

I hereby certify that the information presented in this application is true and correct to the best of my knowledge.

\_\_\_\_\_  
Sub-Grantee Officials Name

\_\_\_\_\_  
Sub-Grantee Officials Signature

\_\_\_\_\_  
Sub-grantees Officials Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lead Agency Officials Name

\_\_\_\_\_  
Lead Agency Officials Signature

\_\_\_\_\_  
Lead Agency Officials Title

\_\_\_\_\_  
Date